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# A study of the influence of legislation on the role of school superintendents in collective negotiations between teachers and boards of education of selected schools in Iowa, Minnesota and Nebraska

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SELECTED SCHOOLS IN IOWA, MINNESOTA AND NEBRASKA.

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**A study of the influence of legislation on the role of school  
superintendents in collective negotiation between  
teachers and boards of education of selected  
schools in Iowa, Minnesota and Nebraska**

**by**

**Kenneth Murial Mallas**

**A Dissertation Submitted to the  
Graduate Faculty in Partial Fulfillment of  
The Requirements for the Degree of  
DOCTOR OF PHILOSOPHY**

**Major Subject: Educational Administration**

**Approved:**

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## CHAPTER I. INTRODUCTION

In recent years, one of the most difficult problems requiring the attention of the school administrators has been the area of collective negotiation in education. Teachers are becoming more militant and have been demanding direct communications with school boards, therein bypassing the superintendent. It is probable that in this decade one will see an increasing number of teacher's organizations attempting to formalize the procedures through which they could communicate with boards of education. Because school board members lack both the time and the preparation in negotiations, they expect guidance and assistance from the superintendent of schools. It could be said that the superintendent may be required to fill two or more roles in the negotiation process. Therefore, what these roles should be is of major importance to the public schools.

The role of the superintendent in collective negotiation has brought forth much discussion on how the superintendent should resolve the problem. The current interest in this topic, can be witnessed by the treatment the topic is receiving in professional journals, trade magazines and recently published textbooks on school administration.

Collective negotiation has been affected by state statutes. Since there were many states which had no laws on collective negotiation, some that allowed permissive collective negotiation



in the public sector, and others where it was mandatory, it has become more and more important for the superintendent to understand the role that he will be playing in collective negotiation. Therefore, an objective study of the superintendent's role in collective negotiation has been undertaken.

#### Statement of the Problem

The general focus of this study was to determine the different roles that superintendents were actually playing in collective negotiation between teacher organizations and boards of education when categorization was upon the following:

(a) laws of the state; (b) the geographic location and (c) size of the district; (d) the educational level of the superintendent, (e) age of the superintendent, (f) experience of the superintendent; and (g) the number of years of service of the superintendent in the present school system.

#### Need for the Study

Collective negotiation refers to the process by which employers negotiate with the duly chosen representatives of the employees concerning terms and conditions of employment, and on such other matters as the parties may agree or be required to negotiate. In public education, such negotiations are typically conducted by a school board and its administrative

staff as the employer, and a teacher organization which represents the professional staff. Collective negotiation is an agreement-making process. It involves agreement within a group of employees as well as between the employees and their employers. Collective negotiation must not be confused with teachers' rights to be consulted, to make proposals, or to confer with the school administration. Under collective negotiation, certain decisions concerning employment are made jointly by the school board and the designated representative of the teachers. As a result, collective negotiation may affect the role of school superintendents in many different ways. For example, some superintendents prepare for and participate in negotiations. This requires effective communications with both teachers or their representatives and school board members or their representatives. At times, not only are superintendents responsible for preparing the negotiated written agreements, but they also have the major responsibility for the crucial task of administering the agreements. The collective negotiation movement is rapidly changing the traditional approach to school administration. Because of this, many school superintendents are finding themselves ill-prepared to assume a role in collective negotiation.

When one considers legislation pertaining to negotiation, Iowa was among 27 states with little or no legislation dealing

with this problem. It was generally accepted that as long as a public employer was willing to consult with every organization representing its employees, legislation authorizing consultation was unnecessary. But recognition of an exclusive employee representative for the purposes of collective negotiating and contracting concerning the terms and conditions of employment did impose limitations on a public employer's future freedom of action.

At the present time, Iowa law (36, p. 241) does not forbid a public employer to grant exclusive recognition to an employee representative where adequate precautions are taken to avoid invidious effects on the employees concerned. However, an Iowa Attorney General's opinion (35, p. 551) that dealt with public employer collective negotiation ruled out exclusive recognition and negotiation of written collective negotiating contracts, but permitted consultation between a public employer and representatives of its employees. State University of Iowa Law Professor, Richard F. Dole, Jr., argued in a recent Iowa Law Review article that collective negotiation was already possible under state law. Professor Dole (24, p. 559) cited laws giving school districts general authority to enter into contracts. The contractual power of the state was even clearer. The right to bargain collectively flowed naturally from this general contractual power, Dole argued.

First, through salary study committees and then gradually through negotiated working conditions, the teachers and school board members have been coming to the bargaining table to negotiate with their teachers. The primary reason for undertaking this study was to understand better the roles that superintendents have found themselves portraying in collective negotiation.

### Questions to be Answered

The investigation was made to obtain the necessary data to answer the following questions.

Question: Is there any difference in the collective negotiation roles that superintendents play when categorization is made on the basis of collective negotiation statutes and selected superintendent's descriptive characteristics (age, education, experience, etc.)?

### Major hypothesis

A-1. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the collective negotiation laws of the states.

### Minor hypotheses

A-1. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of age.

A-2. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the number of years of experience of the superintendent in the present system.

A-3. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the number of years of educational experience of the superintendent.

A-4. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of when the formal education was acquired by the superintendent.

A-5. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the present educational level of the superintendent.

Question: Is there any difference in the collective negotiation roles that superintendents play when categorization is made on the basis of school district demographic characteristics (location, size, type of district, etc.) within selected states having different collective negotiation statutes.

### Major hypothesis

B-1. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of geographic location within the state.

### Minor hypotheses

B-1. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the enrollment size of the school district.

B-2. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the sociological characteristic of the school district.

B-3. There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the place of residence (rural or urban) of a predominance of the district population.

### Delimitation of the Study

The delimitations of the study were as follows:

1. This study was completed through the use of descriptive type research. The data were arranged in contingency tables to test the major and minor hypotheses by applying the non-parametric statistic of chi-square. Expected values were

derived utilizing the row and column totals of the contingency tables. Results were applicable only to the states of Iowa, Nebraska, and Minnesota.

2. By use of a questionnaire, the study was designed to analyze the roles of the superintendents; whereas, teachers, board members and others were not asked to respond to this questionnaire.

3. This study was limited to negotiations between teachers and/or the teachers' organization and the superintendent and/or the board of education. Non-certified personnel were not considered in this study.

4. This study was limited to a selected number of superintendents (50 from each state) from the public schools in Iowa, Minnesota and Nebraska.

### Scope of Study

This study provided a comprehensive survey of data that would help establish the current roles of the superintendents in collective negotiation between the teachers and the board of education. The study included only those public school districts in Iowa, Minnesota and Nebraska that were asked to participate in this study. The public school districts that were considered were those that were in operation for the 1970-71 school year.

### Source of Data

This study was designed to investigate and report the actual roles that public school superintendents played in collective negotiation. The procedure employed in selecting and acquiring the data for this study is described below.

The data for this study were gathered by means of a questionnaire. A review of related literature and research provided information from which an initial study instrument was formulated. Before the final form of the instrument was prepared and distributed to the study population, pre-testing for the purpose of revision and validation was done.

An evaluation of the questionnaire was conducted with the cooperation of the researcher's doctoral committee at Iowa State University. The initial survey instrument was submitted to each member of the committee who was asked for his suggestions prior to submitting it to a pilot population.

After a careful review of the suggestions and a revision of the questionnaire, a pilot population of nine active superintendents in the states of Iowa, Minnesota, and Nebraska was selected. A 100 per cent response was desired. The responses were tabulated into tables to see if the major questions were answered satisfactorily. Suggestions were sought from the pilot population to improve the questionnaire. At this point the questionnaire was again revised and considered ready for



submission to the study population selected. The first questionnaire was mailed on June 30, 1971, to 50 randomly selected superintendents in each of the three states - Iowa, Minnesota and Nebraska. The second questionnaire was mailed on July 15, 1971, to those superintendents who did not respond the first time. A third questionnaire was mailed on July 25, 1971, with a personal letter requesting their response. Telephone calls were made to five superintendents on August 5, 1971 requesting their response. By August 15, 1971 all superintendents initially contacted had responded with a completed questionnaire.

#### Definition of Terms

The terms used in this study are defined in the following manner:

##### American Federation of Teachers (A.F.T.)

A national organization (43, p. 418) of public school and college teachers affiliated with the AFL-CIO. The A.F.T. permits local affiliates to decide on an individual basis whether to accept principals as members; but superintendents, deans, and college presidents are prohibited from membership by the national constitution.

### Arbitration

The act (48, p. 663) of settling a dispute between the immediate parties through the medium of a neutral third party who is empowered to decide the issue causing the dispute. His decision is binding upon the disputants.

### Boards of education

Governing bodies (49, p. 9) of publicly supported institutions of elementary, secondary and higher education.

### Collective negotiation

A term (43, p. 418) which has evolved to represent both "professional negotiations" and "collective bargaining." It is a process whereby employees as a group and their employers make offers and counter-offers in good faith on the conditions of their employment relationships for the purpose of reaching a mutually accepted agreement and the execution of a written document incorporating any such agreement if requested by either side.

### Day to day negotiation

Day to day problems encountered by teachers in the school, such as grievance, personal problems, etc.

### Exclusive negotiating rights

The right and obligation (43, p. 421) of an employee organization designated as majority representative to negotiate

collectively for all employees, including non-members, in the negotiating unit.

#### Fact finding

Investigation (52, p. 14) of a dispute or impasse existing between an employee organization and employer by an individual, panel or board which issues reports of the facts and the issues involved and may make recommendations for settlement.

#### Grievance procedure

Typically, a formal plan (43, p. 421) specified in a collective agreement, which provides for the adjustment of grievances through discussion at progressively higher levels of authority in management and the employee organization.

#### Impasse

Persistent disagreement (63, p. 589) between the employee organization and the employer requiring the use of mediation or appeal procedures for resolution.

#### Local teachers' organization

A type of voluntary association (31, p. 587) of teachers in a local school district which is affiliated with either the A.F.T. or the N.E.A. It is primarily concerned with the improvement of teachers' economic welfare but is also devoted to improving teaching efficiency and promoting educational reform.

### Mediation

Action (48, p. 663) by a third party to help in the settlement of disputes between employers and employees through fact finding, interpretation, suggestion and advice. Recommendations of mediators are almost always advisory and not binding. In practice, mediation is synonymous with conciliation.

### More than one role

During the actual collective negotiation between the teachers and the board of education, the superintendent plays a number of roles (advisor to the teacher, advisor to the board, advisor to both the teachers and the board, non-participant, resource person, etc.).

### National Education Association (N.E.A.)

A national independent, voluntary, non-governmental organization (32, p. 214) available to all professional educators....Members include classroom teachers, school administrators, college professors and administrators and specialists in schools, colleges and educational agencies both private and public.

### Negotiating unit

Group of employees (43, p. 425) recognized by the employers or designated by an authorized agency as appropriate

for representation by an organization for purposes of collective negotiations.

#### Predominance of district

Sociological characteristic of the school district in which the superintendent is employed (rural, town, suburban, or city).

#### Sanction

The action (43, p. 427) of imposing a deterrent against a board of education or other agency controlling the welfare of the schools; bringing into play forces that will enable the community to help the board or agency to realize its responsibility; or the application of one or more steps in the withholding of services.

#### Strike

Temporary stoppage (43, p. 428) of work by a group of employees to express a grievance, enforce a demand for changes in the condition of employment, obtain recognition, or resolve a dispute with an employer.

#### Superintendent

The chief executive and advisory officer (31, p. 538) charged with the direction of schools in a local school administrative unit, as a district, city, town or township.

### Written agreement

A written contract (63, p. 584) between the organization representing the employees and the board of education or its representative. It specifies the terms and conditions of employment, organizational status, method of dispute settlement and other topics.

### Outline of the Study

The study is divided into six chapters. The first chapter includes introduction, statement of the problem, need for the study, questions to be answered, delimitation of the study, scope of study, source of data, definition of terms, and procedure of the study. The second chapter presents an analysis and summarization of related literature and research. The review of literature presents (a) a brief history of the development of collective negotiation, (b) the role of the superintendent in collective negotiation, (c) the role of the board of education in collective negotiation, (d) the teacher's role in collective negotiation, (e) the scope of negotiations and finally, (f) the legal status of collective negotiation.

The third chapter includes the methodology and procedure. In chapter four the findings relative to the data collected from the mailed questionnaire are presented. Chapter five includes a discussion of the findings and gives recommendations. The sixth chapter gives a brief summary of the study.

## CHAPTER II. REVIEW OF LITERATURE

The concept of negotiation or bargaining between teachers' organizations and boards of education is a very recent development. The information presented in this chapter represents the literature surveyed. Six major areas are presented in this review: (a) a brief history of the development of collective negotiation, (b) the role of the superintendent in collective negotiation, (c) the role of the board of education in collective negotiation, (e) the scope of negotiations and, (f) the legal status of collective negotiation.

### A Brief History of the Development of Collective Negotiation

Since 1930, it appears each decade has had at least one major law dealing with labor relations: the Wagner Act of 1935, the Taft-Hartley Act of 1947, and the Landrum-Griffin Act of 1959. All these acts excluded government and public employers and employees from their jurisdiction. During the past few years the attitude of the public toward the rights of public employees has changed, as shown by three events. The first event symbolizing the change in attitude was the militance of public employees in the early and mid-1950's, resulting in strikes (teachers strikes in the states of Connecticut, Minnesota and New York).

Several significant changes were shaping policies within the teaching profession that would be a driving force in the developing struggle for power. One was the changing male/female composition of the profession, especially at the secondary school level. The influx of men into the profession caused a greater concern for welfare and personnel matters on the part of teachers. In addition, the profession was changing radically in its educational and professional preparation. From various sources, the following statements revealed this rapid change. "In 1940 (40, p. 134) only nine states required a bachelor's degree for an initial elementary teacher's certificate. By 1955, thirty-one states required it."

"This increase (53, p. 36) was paralleled by a steady but less marked increase in the average amount of academic preparation of all teachers."

"It was also during the period from the late thirties up to 1950 that the two national teachers' organizations (5, p. 21) were experiencing a rapid growth. After a long period of relatively stable membership, the N.E.A. experienced a short but rapid growth spurt during the thirties. This growth stabilized...(during the forties)...while the American Federation of Teachers, on the other hand, after a period of decreasing membership during the early thirties, doubled its membership from 1934 to 1944 and doubled again from 1944 to 1952."



The growth of teacher organizations, changes in teacher preparation and makeup, the advent of the local salary schedules, and local salary committees and the national economic upsurge of the post World War II years brought into focus the financial condition of the teaching profession. In the absence of national teacher organization pressure, local teachers' organizations began to reflect their growing discontent and frustration with administrative and board policies. This inability of teachers' organizations and boards of education to settle local problems led to a series of work stoppages that revealed the scope of the problem.

Yabroff and David (80, p. 476) reported:

A total of ninety work stoppages occurred during the years 1940 through 1952. In the years 1940 through 1945 there were a total of twelve stoppages or an average of two per year. However, in 1946, 1947, and 1948, the work stoppages hit highs of sixteen, twenty and twelve, respectively. Most of the strikes were relatively brief, over sixty percent lasting one week or less. The longest walkout occurred at St. Paul, Minnesota, during the 1946-1947 school year. It started on November 25, 1946, and the teachers did not return to work until January 11, 1947.

In addition to the intense discontent reflected in the post-war years by these strikes, it was interesting to note that the local teachers' organizations involved in the work stoppages did not reflect any one national point of view or organization thrust, as might be expected.

The second event was the report of Mayor Wagner's task force and the resulting executive order of 1958 which put

collective bargaining in New York City on a firm basis.

The third, and perhaps the most influential event, was the issuance of President Kennedy's Executive Order 10988 on January 17, 1962. This order (37, p. 7) established the right of federal employees to organize and be given the right to be consulted in the formation and implementation of personnel policies and practices and on matters affecting working conditions. This set the stage for public employees to seek negotiation rights.

This was a significant event when contrasted with the position embraced by President Roosevelt (65, p. 436) in 1937:

The process of collective bargaining, as usually understood, cannot be transplanted into the public service. It has its distinct and unsurmountable limitations when applied to public personnel management. The very nature and purposes of Government make it impossible for administrative officials to represent fully or to bind the employer in mutual discussions with Government employee organizations. The employer is the whole people who speak by means of laws enacted by their representatives in Congress. Accordingly, administrative officials and employees alike are governed and guided, and in many cases restricted, by laws which establish policies, procedures or rules in personnel matters. Particularly, I want to emphasize my conviction that militant tactics have no place in the functions of any organization of Government employees.

It might be noted that while President Kennedy's Executive Order 10988 authorized some of the major elements of collective bargaining in the federal service, the order did not use the phrase "collective bargaining" at any time to describe the

relationship between organization of federal employee and federal administration.

T. M. Stinnett (70, p. 2) stated that:

This demand was given great impetus by the collective bargaining election in New York City in 1961 and the resulting contract between the board of education and the United Federation of Teachers. Prior to these events, enlightened personnel policies had been developed and adopted by boards of education in many school districts throughout the nation. But the missing ingredients were (1) the guarantee of teacher participation in the formulation of policy; (2) the formalization of procedures for such participation by official adoption of the board, with a spelling out of the ground rules governing employer-employee relationships; and (3) the providing of an appeals procedure in case of an impasse between the board and the teachers.

President Nixon's Executive Order 11491 provided the opportunity for intelligent, responsible bargaining by federal agencies and employees. In addition, this order (55a, 3) provided the formal framework for effective bargaining, allowed greater stress on exclusive recognition rights as the basis for bargaining (did away with informal and formal recognition), provided national consultation rights, established Federal Service Impasses Panel for resolving negotiation disputes, spelled out and prohibited six agency management unfair practices and six labor organization unfair practices, added scope and status to grievance arbitration procedures and prohibited labor organizations from discriminating against an employee because of race, color, creed, sex, age, or national origin.

What might be classified as the beginning of conferring with teachers occurred in 1938 in a pronouncement by the Educational Policies Commission (4, p. 7) which stated:

The entire staff of the school system should take part in the formulation of the educational program. In all that is proposed with respect to the administration of schools, there is implicit an acknowledgment of the contribution to be made by the educational profession. To indicate the place of leadership in all good administration is not to deny the large part to be played in the development of policy by all professional workers. Our schools are organized for the purpose of educating children, young people, and adults for participation in a democratic society. Any significant realization of this purpose will require independent thinking, a large degree of cooperative endeavor, and broad sympathy and understanding on the part of all who are enrolled in educational institutions. Certainly these virtues may not be expected to abound among those who are taught unless they are found also in the experience of teachers. Surely in no area may teachers more certainly exercise understanding than in their daily professional work. It is sound procedure to provide for the active participation of teachers in the development of administrative policy.

It is true this statement does not imply any formal agreements to be entered into by boards and teachers, nor does it indicate that formal negotiation procedures should be adopted. However, the statement does attest some basic principles of collective bargaining.

Collective action of teachers in which the emphasis is upon increasing welfare and enhancing the status of individual members is a relatively recent phenomenon.

This movement probably had its genesis in the upsurge of public employees seeking greater recognition and more control over conditions of work.

Taylor (72, p. 17) stated:

Teacher frustrations have been compounded by salaries which have been out-of-date with others--"below" the earnings of truck drivers." So, the teachers are organizing themselves and the structure of the educational system gets more complex. The conflicts of interests and of functions within the system are, to say the least, quite confusing to the public.

R. P. McLaughlin (44, p. 132), agreeing with George W.

Taylor stated:

I believe that a frustration of a similar kind now exists for many public employees. They want to be involved--they want their voices heard--they want a "piece of the action" in deciding their terms and conditions of employment. In short, they want something like their brethren in the private sector now enjoy.

In 1946, as a result of a bitter strike, the Norwalk, Connecticut, Board of Education and the Norwalk Teachers' Association entered into what is believed to be the first collective negotiation agreement for teachers.

In Norwalk, however, the teacher-board harmony did not prove to be long-lived, since in the spring of 1950 they again reached an impasse. Although it meant a continuance of unpleasantness within the district, it proved to be very valuable in the development of teacher-board relations because of the court decision rendered.

The Connecticut Supreme Court of Errors (55, p. 138) gave its landmark decision:

That public employees, including teachers, did not have the right to strike, but...held that teachers were entitled to organize and that boards of education could negotiate with them.

In reviewing educational developments which have taken place since 1960, it is difficult to comprehend the rapid changes which have taken place in the relationships between school staffs and boards of education. Teachers have suddenly demanded formalization of the process of employer-employee relationships into officially adopted written procedures.

In May 1961, the National School Boards Association (54, p. VII) adopted its first policy statement on teacher board relationships:

School boards shall establish and use free channels of communications with all their personnel...shall refrain from collective bargaining, mediations and arbitration...shall resist by all lawful means the enactment of laws which would compel them to surrender any part of their responsibility.

One should not be surprised by the resolution that the NSBA passed. Employers have rarely taken the initiative to institute collective negotiations; and there is no particular reason to expect school board members to be different.

This policy was reaffirmed in substance at the 1963 convention in Denver, in 1964 in Houston, and again in 1965 in Boston.

Meanwhile, the N.E.A. was being asked by its members to take a more positive stand on the teachers' rights in the teacher board relationships. In 1960, the first resolution on professional negotiation reached the floor of the N.E.A. Representative Assembly, but the delegates were not yet ready to adopt such a far-reaching policy. Consequently, the proposed

resolution was referred to the Board of Directors for further study and refinement. By 1962, an N.E.A. resolution on professional negotiations was approved. It was the first time that the term "professional negotiations" was used. The 1962 resolution (51, p. V) was revised in 1965 and was as follows:

National Education Association Resolution 15  
Professional Negotiations

The teaching profession has the ultimate aim of providing the best education possible for all the people. It is a professional calling and a public trust. Boards of education have the same aim and share this trust.

The National Education Association calls upon boards of education in all school districts to recognize their identity of interest with the teaching profession.

The National Education Association insists on the right of professional associations, through democratically selected representatives using professional channels, to participate with boards of education in the formulation of policies of common concern, including salary and other conditions of professional service.

Recognizing the legal authority of the board of education, the administrative function of the superintendent, and the professional competencies of teachers, the National Education Association believes that matters of mutual concern should be viewed as a joint responsibility. The cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and school board. It further recognizes that the school board, the superintendent or administration, and the teaching staff have significantly different contributions to make in the development of educational policies and procedures.

The seeking of consensus and mutual agreement on a professional basis should preclude the arbitrary exercise of unilateral action by boards of education, administrators, or teachers.

The Association believes that procedures should be established which provide for an orderly method of reaching mutually satisfactory agreements and that these procedures should include provisions for appeal through designated educational channels when agreement cannot be reached.

The Association commends the many school boards, school superintendents, and professional education associations which have already initiated and entered into written negotiation agreements and urges greater effort to improve existing procedures and to effect more widespread adoption of written agreements.

The National Education Association calls upon its members and affiliates and upon boards of education to seek state legislation and local board action which clearly and firmly establish these rights for the teaching profession.

It is interesting to note that several revisions took place in the N.E.A. resolution. The 1964 convention in Seattle repealed a negotiation paragraph about labor machinery and gave greater flexibility to the role of the superintendent. It acknowledged the legal authority of the board of education, the administrative function of the superintendent, and the professional competencies of teachers, and stated that matters of mutual concern should be viewed as a joint responsibility. It also mentioned that the cooperative development of policies is a professional approach which recognizes that the superintendent has a major responsibility to both the teaching staff and the school board.



## The Role of the Superintendent in Collective Negotiation

Historically, the superintendent of schools has served a dual role. He was regarded as the educational leader and spokesman of the staff and at the same time the executive officer of the board of education. As stated in Roles, Responsibilities, Relationships of the School Board, Superintendent and Staff (3, pp. 8-9):

Ever since the third decade of the 19th century, the superintendent of schools has been a key person in the educational process. The broad outlines of the community's educational program emerge as he marshals resources, supplies, information, stimulates discussion and research, resolutely faces critical problems, and judiciously weighs alternative courses of action; as he extends opportunities for staff members to acquire new insights; and as he evaluates, recommends, and initiates action.

Today, the superintendent of schools occupies a complex and demanding position. He is often torn between diverse alternatives, obligations, and responsibilities.

Yet, it seems clear that the professional superintendent has one allegiance that transcends all other commitments. Although he is a devoted member of his professional group and deeply concerned with the success of his associates, his allegiance to the learner supersedes all other loyalties. This commitment need not and should not place him in conflict with his colleagues. Its very nature makes him seek assiduously and vigorously to maintain environmental circumstances which his associates desire, need, and must have to work to best advantage. One of the major concerns of the superintendent always has been and always should be to help provide those conditions which enable teachers and all other staff members to achieve their professional goals.

Neither does this freedom of operation by the superintendent suggest disloyalty to the school board. It is his professional judgment, wisdom, and leadership that make him valuable to the board. School trustees should never seek nor achieve subservience from the school administrator. In fact, when controversy rages most violently, his role is one of independent, judicious statesmanship governed largely by his depth of professional insights and his primary commitment to improved educational service to pupils and to basic human values.

In the past, the superintendent was used as an intermediary between the educational staff and board members (30, pp. 45-46). Now teachers are demanding a meaningful and direct voice in policy decisions to direct negotiations with the board of education. As an example, Taylor stated (72, p. 17):

When boards of education yield to the teacher's demands and adopt negotiating procedures, the traditional board-administrator-teacher relationship becomes ill-adapted.

And when done, a problem area was created. Lieberman and Moskow (43, p. 374) focused on the problem by asking:

Superintendents are appointed by boards of education. They serve as the chief advisers to the boards and the chief administrative officers of the school systems. In the latter capacity, they are the chief representatives or executive agents of the board, and no one questions this. Why, then, should there be any question that the superintendent is the representative of the school board in collective negotiations?

The question arose partly because most superintendents also regard themselves as representing the staff. This was explained in Roles, Responsibilities, Relationships of the School Board, Superintendent, and Staff, (3, p. 11):

...He takes leadership to assure equitable representation of all and each of the entire staff on all matters affecting their professional and personal welfare. He knows that there is no one pattern--no single process--which is suitable for all the diverse school districts in the nation. He knows that the methods of choosing representatives, and the representation itself, must be the staff's own choice and that no teacher, supervisor, principal, or administrator should feel under-represented or left out...

The effective, professional superintendent of schools confidently and courageously serves as adviser to the board, as chief administrator of the schools, as devoted leader of his professional associates, and as staunch defender of the overriding rights of children to the best education possible...

We believe that the superintendent has a responsibility to assist staff members--in ways satisfactory to them--in studying welfare problems, in developing proposals pertaining to staff welfare, and in presenting them to the school board for consideration and action.

The role of the superintendent has never been a comfortable one. Cubberley (22, p. 32) described the superintendent as an almost super-human being:

His is the office up to which and down (from) which authority, direction, and inspiration flow. He is the organizer and director of the work of the schools in all their different phases...He is the executive officer of the school board, and also its eyes, and ears, and brains. He is the supervisor of the instruction in the schools, and also the leader, advisor, inspirer, and friend of the teachers.

Stinnett et al. (70, p. 113) came straight to the point and set forth the following three alternative courses for superintendents with respect to their roles in the negotiating process:

1. They may refrain from taking any part in negotiations, leaving the field entirely to representatives of the staff and board of education.
2. They may participate in negotiations as representatives of the board of education, negotiating with teacher representatives on behalf of the board.
3. They may participate in negotiations as a third party, serving as a resource both to the teachers and the board.

It is interesting to note that missing from this list is the choice for the superintendent to represent the teacher in negotiations. W. T. White, Superintendent of the Dallas, Texas, School District, as quoted by Bectchkal, took issue with such an omission. White believed (10, p. 35) the superintendent represents the teacher and also serves as professional leader of the school board. Having the teacher bypass the superintendent and deal directly with the board, according to White, undermined the role of the superintendent.

The American Association of School Administration (2, p. 15) has taken its position that the superintendent should be an independent third party in the negotiation process. The superintendent should review each proposal in light of its effect upon students and work closely with both the board and the staff representatives in an attempt to reach agreement in the best interests of the educational program. The AASA has further expressed the belief that the superintendent, if he is to continue in his position of educational leadership, must

assume responsibilities for initiating and guiding changes in patterns of staff relationships.

Perry and Wildman (61, p. 146) conveyed this point:

In most cases, the superintendent can become with spokesman for neither group. Instead, he may, with good fortune be an agent to assist each group in understanding the position and reasoning of the other; he may see that relevant facts are made available to both groups; and he may actually evolve some recommended solutions not initially acceptable to either group.

Also, Stinnett et al. (70, p. 156) emphasized the superintendent's role as an independent third party in negotiations between the teachers' organization and the board of education, and that above all, the superintendent should build a reputation as a man who sides not with the board or the teachers, but with the good of the students.

But Southworth (68, p. 65) is very specific in his defense of the traditional role of the superintendent. In an article in the American School Board Journal, he stated:

President Johnson said, "Let us reason together." But let there not be confusion; reasoning together is not synonymous with abrogation of administrative authority. What is meant is that professional people, sharing a common goal of the welfare of children, can work together, mutually and happily, each actively participating in the area for which he is fitted by talent, training and temperament.

Campbell et al., (19, p. 58) on the other hand, agrees with Stinnett that the choice of representing the teachers is no longer open to the superintendent. They stated:

Teachers are insisting that they determine who shall represent them in the bargaining process and it is clear that the teachers themselves are going to have a greater voice than ever before in the determination of school policy...In all this upsurge it is clear that the superintendent does not sit on the same side as teachers, but just where he does sit is not so clear.

An opinion poll conducted by the publishers of Nations Schools (60, p. 79) seemed to support Campbell's position. As early as 1960, fifty-eight per cent of all responding superintendents indicated that the teachers' organization should represent the teachers in salary negotiations with the board. Unruh (73, pp. 165-169) also felt that the superintendents will be unable to serve as representatives of the teachers in the new relationships brought about by collective negotiations. He said:

Rightly or wrongly, teachers feel their causes cannot be adequately represented by what they perceive to be a third party in negotiations. They want direct representation by someone whose commitment is single and who is serving but one master.

In a study in Massachusetts by Neal Gross (33, p. 185) in which he interviewed superintendents, teachers, and board members, he found that in a significant proportion of cases, teachers looked upon the superintendent as an agent of the board rather than as a representative of the teacher.

Stinnett et al. (70, p. 113) rejected the first alternative, that of complete non-participation, as being completely unacceptable, and undesirable. However, there are some educators who support the role of non-participant for the

superintendent in the negotiations process. One such supporter of this position is Finis Engleman (28, pp. 35-36), who said, "One person, possibly not an educator, should be designated as the board's bargaining agent."

Apparently this is a minority viewpoint, as Birdsell, who conducted a study (11, p. 121) on negotiations concluded:

All superintendents and nearly all teachers indicated that the superintendent should be included in negotiations involving teachers and boards of education. This lends support to the philosophy that teachers generally do not wish to deal with the board... without the participation of the superintendent.

The superintendent's role, as viewed by the NEA (51, pp. 14-15), is a dual one. Specifically stated by the NEA, the superintendent of schools:

Recognizes and assumes the responsibilities of his dual role as executive officer of the board and a member and leader of the profession.

Recognizes that shared responsibility in policy development is a professional concept.

Recognizes that the achievement of educational goals requires a cooperative approach to the solution of educational problems.

Supports the efforts of local professional associations to achieve recognition of their appropriate role in professional negotiation.

Provides full and complete information to the local association on the issues under consideration, such as the financing of education in the district, budget development and preparation, personnel needs and problems, and salary policy considerations.

Presents fully and impartially the cause of education and the professional problems of teachers in all dealings with the board of education and the community.

Deals fairly and consistently with association representatives at all times.

Protects the right of association representatives to meet with the board of education.

Actively participates with representatives of the local association in developing joint proposals for presentation to the board of education.

Participates fully in discussions taking place between association representatives and the board of education.

Utilizes effective human relations procedures in the development and implementation of cooperative study procedures with the local association and the board of education.

Encourages and supports the membership of professional personnel in local, state, and national education associations.

Also, the AASA, formerly associated with NEA, supports the dual role concept. The AASA (4, pp. 54-55) defined the role of the superintendent in this manner:

The superintendent should play a significant role in professional negotiation, his basic obligation being to the welfare of the pupils and to leadership in the formulation of school educational policy. He should be an independent third party in the negotiation process. He should review each proposal in light of its effect upon students and work closely with both the board and the staff representatives in an attempt to reach agreement in the best interests of the educational program. His position as leader of the staff and executive of the board requires this. He, or his representative, must carry this role into formal negotiation where, in most cases, with legal advice, he will continue to serve as interpreter in difficult communications between the board and the staff. In school systems where such a position exists, he may delegate the actual negotiation to an associate or assistant superintendent or a director of personnel acting under his direct supervision. In smaller school systems where the superintendent performs all the functions of a central office staff, he inevitably will have to assume this



role himself. In no instance should the responsibility for negotiations be delegated outside the profession.

The National School Boards Association (NSBA) supports the NEA position concerning the role of the superintendent. The NSBA (69, p. 1) stated:

...the NSBA urges...policies whereby the superintendent, as administrative officer of the board, can function as a channel and interpreter of teacher concerns to the board and of board responsibilities and concerns to the teachers. Direct hearings with the board should be arranged through the superintendent if this proves inadequate.

Thus, the dual role as advocated by the NEA has received strong support within the profession. It is advanced by a number of prominent educators, although many view the actual responsibilities of the superintendent within this dual context differently. Arnold Wolpert, a representative of the NEA, considers the superintendent's prime responsibility to be in the area of procedures. Wolpert (77, pp. 74-75), in explaining his position, had this viewpoint:

I submit that the role of the superintendent of schools, and those over whom he has direct and personal responsibility and supervision is of course the role of the administrator. And the role of the administrator is a unique one. It is not the role of the board nor is it the role of the professional staff. It is the role of responsibility to see that everything else works. It is expertness...in the area of procedure--to see to it that the two hemispheres which I mentioned earlier operate and interact harmoniously.

Today, the wisest decisions will be made on the basis of the involvement of the maximum number of the professional staff in a due process situation with the responsible representative of the public. The chief role of the superintendent is to see that the conditions exist so this can be done and to serve as the agent or the catalyst, to see that it gets done most effectively.

But James Doherty (23, p. 78) perceives the superintendent operating within the dual context as nothing more than a transmittal agent. However, John Harold sees the superintendent performing the function of interpreter. Harold (34, p. 151) explained:

He should speak fluently both the language of the teachers and the business-oriented board members... As a teacher's teacher, his is the expert in communications between the teachers and the board of education. He must convey meaning rather than carry messages.

Ball, on the other hand, sees pre-bargaining as the locus of the superintendent's greatest influence. He makes a case for the superintendent actively helping to work out an agreement upon which bargaining will take place, including agreement on procedures and the parties who will be involved in negotiations. Writing in Saturday Review, Ball (6, p. 70) stated:

To be successful in this new activity, the superintendent must change his mind on one item that has often obsessed him in the past, and that is that 'everything goes through me.' The old idea of the superintendent as a person who possesses all wisdom and has to keep his fingers on every detail of every phase of the operation simply will not work in the field of bargaining. Here, in a sense, the superintendent is no longer central. The focal groups involved are the teachers on the one hand and the public, represented by the board of education, on the other. When the chips are down, there will only be these two groups involved in the bargaining and it is they who will make the final decision.

Other educators who subscribe to the dual role for the superintendent advance the thought that he can best serve in the capacity of a resource person. Becker (9, pp. 9-10) stated:

This dual role is difficult to fulfill, but it is not impossible. A superintendent can be of great value as a resource person to his board of education. His contributions can be even more valuable if he is held in such high esteem by the teacher organization that they, also, would utilize him as a resource person.

The difficulty of fulfilling the dual role is explained by Patrick Boyland, superintendent of the Woodbridge, New Jersey, School District. Boyland (13, p. 77), in describing his position during a teacher strike wrote:

During the strike, I was in a very tough position...I was an administrator and therefore part of management. But I also represent the top of the professional staff in dealing with the elected board. During the strike I was just caught in the middle... The superintendent should be two persons: A sort of neutral third party in disputes, trying to keep tempers and shouting down to a minimal level, and a fund of information for both sides when they engage in bargaining, so each side knows what they are talking about before they begin...

Eric Rhodes (64, p. 112), felt the superintendent could best serve in the capacity of adviser to both principal parties...the board of education and the teachers' organization. In expressing his view he said:

I mean that he should not be the school board's representative in the bargaining sessions with teachers. He can be a consultant or adviser to the board and he can work closely...with the teachers. But a superintendent gets into too many difficulties in direct bargaining. He simply isn't in a position to be the tough labor boss one night and show up at his office the next morning as the instructional leader.

Other educators see a more active role for the superintendent in negotiations. They envisioned the superintendent actively involved in the negotiating session in the capacity of mediator. Dykes (27, p. 206), in propounding this position, wrote:

Both the board and the teachers will recognize the uniqueness of his position and the special needs for his leadership. Rather than being pushed aside, he will be in the middle--indeed a true middleman, assembling information, interpreting the board to the teachers and the teachers to the board, presenting alternatives, clarifying issues, and making recommendations, always bringing his insights and understandings to bear in the process. The superintendent's role is a central one, and he will be deeply and actually involved in relations between the board and teachers' organization.

Dykes (27, p. 207) rejected the three alternative roles set forth for the superintendent by Stinnett. He said:

None of these three alternatives is satisfactory. Missing from each is the positive role the superintendent should play in holding all those affiliated with the educational enterprise together and moving them to common goals...The superintendent...is an initiator of action, a wielder of influence and persuasion, a user of discretionary power, and a positive, directive force on all educational decisions.

Manning (45, pp. 14-16) believed the superintendent should continue in his dual role in the sense of mediator-gladiator. He suggested: "He should mediate problems and, in the gladiator sense, should stand on principles of what is in the best interest of children and youth."

According to Bottomly (12, p. 81), there was even a larger sphere of operation for the superintendent within the dual

concept. His stated position on the superintendent's dual role was:

I've made it clear from the outset that I'm my own man...As executive officer of the board, I must give it the best of my advice and support. However, I don't hesitate to side with either group on any question...The superintendent does what he has to do under prevailing circumstances. I act as a supplier of information, as a liaison, as a referee, as a 'Cajoler,' as one who tries to seek consensus.

#### The Role of the Board of Education in Collective Negotiation

Teachers have demonstrated that they intend to be forceful in three areas of negotiation: about situations they believe to be of personal concern in terms of their conditions of employment, about questions that are related to their professional studies, and about the nature of the district's educational programs.

Braun (14, p. 122) advised that the new militancy of teachers will not diminish and must be met by sophisticated and totally aware members of boards of education.

According to the Ohio School Board Association guidelines (58, p. 6), teachers are impatient, sometime openly dissatisfied with past performance of boards of education. These guidelines further indicated (58, pp. 12-13) that the board should confine itself to setting in motion the machinery for negotiations, to evaluating the superintendent's work in this area, and to accepting or rejecting the proposals.

William H. Medlyn (46, p. 12), former superintendent of schools in Stanton Township, stated:

Schools are wasting their time if they're still debating whether they want to negotiate with teachers. Collective bargaining already is legalized in nearly a third of the states and soon will be in numerous others.

James Doherty (23) felt that the most common mistake made by boards was to allow teachers to take and maintain the initiative. The school board could "beat teachers to the punch" by anticipating teachers' demands, mapping out tentative counter-proposals, and developing their own program and list of demands and suggestions.

Weilander would disagree with Doherty on this point. He stated in the Ohio School Board Journal (59, p. 15) that the board of education must interact according to new rules, not of its own making, to avoid strife in employment.

It should be recognized that the school board is still responsible for its own action to the public; the teacher association is responsible to its fellow teachers. Board and teachers may very well agree on a point or a program; however, the fact remains that this agreement might cost money, which the board will have to get from the taxpayers.

Wildman (75, p. 10) expressed his views in this manner:

The best thing for those responsible for the board strategy and tactic in collective negotiations is to read widely in the field and take advantage of available training opportunities so that they may be constantly aware of experiences and best practices elsewhere in school districts throughout the country. Hopefully,

with such a background and at least a modicum of skill and ability developed and matured on the negotiating "firing line" over time, board and school administration officials will be able to represent and defend the appropriate interests of the community in any bargaining which may affect control over the educational enterprise. On occasion, of course, it may be prudent and necessary for a board to seek expert consultation from outside the district.

Bushkin (16, p. 61) advised in School Management that the school board should employ the very best negotiator they can find, and that the board should not even be present at the sessions.

The Twin Cities report (78, p. 101) summarized that the board of the future will be divested of its traditional authority, autonomy, and paternalism. In most cases, boards will find themselves forced to negotiate directly with teachers. The boards may engage the services of professional labor negotiators, but they will have less and less practical assistance from professional administrators, for teachers by and large prefer to bypass the administration and carry on negotiations outside the professional context.

Lieberman (39, p. 38) contended that board members should stay out of negotiations for a number of reasons.

- (1) Their most crucial task is policy-making.
- (2) Negotiations require a certain degree of skill and knowledge.
- (3) Finally, board members lack detailed knowledge of the school system that is essential for effective negotiations with teachers.

He believed a team of two or three administrators, headed by a man who reports directly to the superintendent of schools, should do the negotiating. One of the most common board blunders is for members, either the whole board or a sub-committee, to do the negotiating themselves.

He further stated (42, p. 39):

The team should insist upon specific justification for each and every proposal. In this way, board negotiators can usually tell, rather quickly, which teacher proposals have been merely copied from other agreements and which grow out of genuine needs in the local system.

In a more recent article, Lieberman further clarified (41, p. 31) his reason why board members should not be on the negotiating team.

They have to decide whether to ratify the agreement, but it would be an unfair practice for a board member to refuse to ratify an agreement he had approved at the negotiation table. Furthermore, if a board member negotiates an agreement that the other board members refuse to ratify, the teachers will certainly feel they have been deceived.

Koerner and Parker (38, p. 28-29) stated there are three ways for the board to negotiate:

First, school board members themselves-either as a committee of the whole or as a subcommittee-can negotiate with the representatives of the teachers.

One main disadvantage here is that school boards are charged by the state with final authority and exclusive jurisdiction on all matters affecting education in their school districts. When a board does its own negotiating, it leaves no higher authority in reserve for ultimate action on contracts and agreements with the teachers (except the courts, of course).



The second way for a board to bargain is to hire professionals in the field of negotiations, individuals usually not associated with the school system. An obvious advantage to this method is that school board members and administrators are already busy with their respective obligations to the education of the youngsters and cannot afford giving time to the consuming job of negotiations

The third method of selecting a bargaining team for the board-the one that seems best to us- is using the school system's administrative staff, although it certainly is possible to use a combination of any of the other approaches just discussed.

They further stated (38, p. 29):

If it's perfectly clear in everybody's mind that the superintendent is part of the management team and not thrust into an impossible middle-man role between board and teachers, then he is a good choice for the assignment of chief negotiator.

Richard Wynn (79, p. 16) believed that school board members are sometimes committed to partisan political goals which do not meet the criterion of what is in the best interests of boys and girls. Like competing teacher organizations, competing political parties must sometimes exacerbate the conflict to win public favor.

Regarding the role of a board member, Campbell (18) took the view that board members should keep in mind that teachers are their greatest allies, not the enemy. The responsible educators are not asking board members to give up their seats on the board to them nor are they asking to be appointed ex-officio board members, but rather they are simply asking the board to sit down and talk to them.

The literature revealed the view that the board of education in dealing with educational problems can create a positive atmosphere by taking the initiative in setting up negotiation procedures. Satisfactory negotiation procedures are best developed in a climate of good will before the need for them becomes acute. If teachers, leaders, and school officials learn to use negotiation process sensibly, it could prove to be one of the most beneficial developments to occur in the labor-management arena.

#### The Teacher's Role in Collective Negotiation

The collective negotiation movement in public education had its origins and chief sources of power in the dynamics of the teacher organizations. The rivalry between the American Federation of Teachers (AFT) and the National Education Association was an important part of the organization dynamics. Beginning in the early 1960's, the two organizations rapidly developed both the theory and practice of collective negotiations in public education. The different traditions and allegiances characteristic of the two organizations have given them different outlooks and somewhat different goals. However, there were factors which forced both organizations to adopt similar objectives and tactics as they became more deeply involved in collective negotiations.

Dennis L. Barnum (8, p. 6) stated "that classroom teachers regard professional negotiation as one of the most significant phenomena on the horizon for improving the quality of American education as well as making teaching a more satisfying profession for educators."

Stinnett et al. (70, p. 178) stated: "It seems obvious that the time has come to establish collective rights of teachers as a matter of public policy and by law."

Moskow (47, p. 136) in a recent article stated:

...One method used by teachers' organizations in the United States to accelerate development of professional negotiation is sponsorship of state legislation requiring local school boards to negotiate with and designated teacher representatives. Prior to 1965, only two teachers' organizations had sponsored legislation of this nature. In 1966, fifteen states had bills introduced by teachers' organizations for this purpose. These bills were enacted into law in California, Connecticut, Michigan, Oregon, and Washington. The governor of Minnesota vetoed a bill that passed both houses. The Massachusetts and New Jersey bills have only recently been signed by the governors.

Teachers' associations affiliated with the National Education Association which utilized professional negotiation techniques were often accused of using union techniques.

Stumpf (71, p. 11), in discussing teacher militance, stated: "The collectivizing of teacher demands and their negotiation with frankly union techniques are experiences new to all but a handful of administrators."

Brown (15, p. 11), a Missouri superintendent, linked unionism with the NEA professional negotiation techniques when he stated the following:

Today the two national organizations of teachers represent teachers in a different posture. They stand erect, feet spread wide apart and planted firmly, eyes focused steadily over the heads of children and upon more personal goals. Upon each shoulder appears a precariously balanced chip, labeled negotiations or bargaining.

Completing this "I dare you" stance are the spread hands, fingers ready to clench into fists, respectively identified as strikes and sanctions.

Brown (15, p. 13) also saw the new image of the organized teacher utilizing professional negotiation. "The public," according to Brown, "has begun to see teachers with outstretched hands for personal goals with little concern for the children." He felt that while strikes or sanctions were intended to influence boards of education, their effects fell upon children.

Teacher strikes or the withdrawal of service, whether or not taking place in conjunction with sanctions, are generally considered illegal. There are many states which have statutes prohibiting various types of public employees, including teachers, from striking. There are no statutes which provide that teachers may strike. In the absence of statutory provision, the judicial view has traditionally been that public employees do not have the right to strike.

Aside from the legal implication of teachers' strikes, the AASA (4, p. 48) believed that:

There are moral and ethical considerations. Children should not be deprived of their education, nor should communities be deprived of their education, nor should communities be deprived of their schools. Moreover, the strike, involving refusal of services to the district and the children, is usually a violation of the teacher's contract and a detraction from the ethical image of one charged with instilling in students the concept of responsibility in meeting and fulfilling obligations.

Responsible teachers' organizations should not be left without appropriate means with which to resolve intolerable situations or educational conditions, the solution of which has defied all reasonable procedures of negotiation. Such a tool exists in sanctions-a procedure worthy of a true profession. The sanction does not involve interruption of teachers' services to the students during the school year. Its impact is primarily on the civic body-board, community, or state-responsible for the intolerable conditions.

AASA endorses the proper use of sanctions by a professional organization. It does not condone teachers' strikes under any condition.

Negotiation agreements should not depend for their success upon power tactics on the part either of staff or of board of education. There should be no need for weapons of any sort so long as a negotiation agreement is in effect and adhered to in good faith by all parties to the agreement.

Somewhat similar views were expressed by the N.E.A.

(50, p. 4):

Better education of children, improved teacher morale and competence, better administration, and higher quality decision-making are a few of the results of professional negotiation. It is to accomplish these things that professional negotiation was devised.

A school board which conscientiously seeks to employ the best educated, experienced, capable teachers it can find should not be surprised to learn that teachers of this caliber want to be a part of making the decisions which affect them and the education process to which they are devoting their lives.

Teachers want professional negotiation procedures so that their talents may be used regularly to help in selecting textbooks, in solving staff transfer problems, in determining class size, and the like. Professional negotiation procedures are necessary in these areas and in developing grievance machines, in negotiating salaries, and in establishing conditions for professional service.

To use professional negotiation procedures properly, local associations must design programs that teachers want and need. . .

It is obvious that professional negotiations is needed in school districts where relationships among the local association, the administration, and the board are poor. But is it necessary to establish formal procedures where these relationships are good and where all concerned are and have been working well together? Yes, it is necessary; and there are no better circumstances under which to work out formal procedures than when such a good climate exists. This is the time to work out the best procedures based upon those which have worked so well in the past; to wait for a crisis will make the development of sound procedures much more difficult.

Also, who can guarantee that a change in board membership or superintendent won't occur which might change the climate for the worst? Who can guarantee that the next year's leadership in the local association will not be weak and ineffective? These are not theoretical possibilities. They can occur. If before they occur, written professional negotiation procedures have been adopted, the school system and all those in it will be better able to weather the storm.

Lieberman and Moskow (43, p. 310) stated:

...Pressure tactics used by public school teachers may have given the impression that teachers are a militant group. With some exceptions, this is not the case. Instead teachers have traditionally lobbied to their state legislatures and petitioned their local school boards at open meetings for improvements or redress of grievances. Such tactics are usually non-militant. Perhaps the reasons why these traditional tactics are usually ineffective underlie the contemporary approach to more direct forms of teacher pressure on school boards and legislatures...

### The Scope of Negotiation

In the past, negotiations between school boards and teacher organizations have been limited to salaries and economic welfare benefits such as insurance and sick leave. The question, "What is negotiable?" has been the subject of much controversy in educational circles. Some hold that all matters are negotiable. Textbook selection, building construction, sequence of curriculum, and the selection of instructional materials are but a few examples of what is considered negotiable. Others contend that negotiable matter should be restricted to salaries, benefits and working conditions.

The AASA (4, p. 38) finds the reasoning for a rather broadly construed concept of negotiation most persuasive. Their reason for this was:

There is a substantial difference between bargaining over wages and hours in the industrial context and negotiating over matters of common interest in the educational context. If education is truly a profession, all professional personnel have a legitimate interest in the decisions that affect their pupil clientele, the effectiveness of their own work, and the quality of the educational program.

The problem of determining the subject matter of negotiations, even when defined as narrowly as "working conditions" has been well stated by Steffensen (69, pp. 27-28):

The term "conditions of work," when used to indicate the matters which are negotiable, becomes highly nebulous as one discusses it with staff members. First, it is nebulous within the welfare area, including salaries...An even more important extension of "conditions of work" may be found in the curricular offering. There are few program adaptations which do not in some way affect the working conditions of the teacher, whether it be a change in the pupil/staff ratio, the use of TV instruction, the extension of the school day, or the addition of an elementary librarian. The decision to implement each of these practices has undoubtedly been reached after consideration of certain alternatives which would also affect the teacher's conditions of work. On this basis, to what extent do such non-economic factors as the curricular program and organization become negotiable items between the board and the teachers?

The AASA (4, pp. 39-40) believed negotiations, in good faith, may well encompass all or some aspects of policy governing such items as:

1. Curriculum
2. Inservice education
3. Personnel policies
4. Teaching assignments
5. Transfers and promotions
6. Recruitment of teachers
7. Discharge and discipline of teachers
8. Provision of physical facilities for teachers
9. Grievance procedures
10. Recognition of the negotiating team
11. Lunch and rest periods
12. Salaries and wages
13. Welfare benefits
14. Class size
15. Leaves of absence
16. Expiration date of negotiation agreement
17. Other mutually agreed upon matters which directly affect the quality of the educational program.

The AASA (4, p. 40) believed that some items are not negotiable and that a school board might refuse to bargain about non-negotiable subjects without violating its agreements



to negotiate in good faith. A school board should not negotiate any items which would violate existing state laws. It could not agree, for example, to operate a school system less than the minimum number of days required by state law; nor could it negotiate a clause in the contract permitting employees to strike in violation of state law; nor should it negotiate any item that would result in violation of the applicable code of ethics.

In 1963, the NEA's (49, p. 10) "Guidelines" included the following statement:

Subjects for Professional Negotiation: The matters of joint concern to a local professional organization and a school board are included in the broad aim to achieve better schools and a better education for every child. This includes, but is not limited to, setting standards in employing professional personnel, community support for the school system, in-service training of personnel, class size, teacher turnover, personnel policies, salaries, working conditions and communication within the school system. All or any of these may be the subject of professional negotiations.

Dr. Francis S. Chase (20, p. 130), in a study of over 200 school systems in 43 states, sought to determine what administrative policies and practices tend to increase the satisfactions which teacher experience in their work. From replies of 1,784 teachers, he generalized:

One of the most important contributors to the satisfaction which teachers take in their work and the enthusiasm which they feel for the system in which they are working is a sense of professional status, responsibility, and freedom. Freedom to plan one's own work was rated as the most important potential source of satisfaction by all groups of respondents.

It was given the highest possible rating for satisfaction by 77 per cent of teachers in elementary schools, 75 per cent of those in secondary schools, 69 per cent of the men teachers, 78 per cent of the women teachers, over 80 per cent of the superior teachers, and nearly 69 per cent of the below-average teachers.

The interviews supplied further evidence of the importance of this factor. Again and again teachers who were enthusiastic about the system in which they were working praised their freedom to experiment, to adapt programs to the needs of their pupils, or cited as important to satisfaction the fact that they were regarded as competent to make their own decisions and to work out their own procedures.

...Freedom to plan one's own work is given the highest possible rating by more than three-fourths of all respondents, and achieves a considerably higher average rating than any other factor.

Mr. Calkins (17, p. 21), once a member of the Cleveland Board of Education, made several comments in regard to the scope of negotiations. His preference was for a broader scope:

First, it should include much higher salaries for the career teacher. Secondly, teachers should bargain for assistance in the classroom. Third, teachers should bargain for an equal opportunity to teach. Fourth, teachers should bargain for mobility. Fifth, and finally, teachers should bargain for earlier retirement.

In an interview, Allan M. West, (74, p. 123) NEA Associate Executive Secretary, stated:

We take the position that everything that affects the quality of education is negotiable...We believe in education that the teacher should have the opportunity to participate in making decisions on everything that influences the quality of education.

Dr. Donovan (26, p. 72), who was superintendent of the New York City Schools, stated:

'Negotiation is here to stay.' I think in the long run that if the voice of the teacher is heard--if the voice of the teacher is admitted to the councils of administration--it will be good for the school system.

In another article (25, p. 3) he stated:

...in a discussion of the equitable disposition of the classroom instructional load among teachers, there has arisen controversy over the nature of the classes, the number of special classes to be assigned, the organization of classes and all of those important elements that impinge upon the educational philosophy of the school. It would appear that such items should not be negotiable but should be administered by a school system for the benefit of the pupils in the school with due regard for teachers' interests. However, this has become a matter of contention, since the organization of a school and the working conditions of the teachers in that school are so closely interwoven.

The NEA and the AFT have adopted similar positions on the scope of negotiations. The NEA's (52, p. 21) position was as follows:

A professional group has responsibilities beyond self-interest, including a responsibility for the general welfare of the school system. Teachers and other members of the professional staff have an interest in the conditions which attract and retain a superior teaching force in the in-service training programs, in class size, in the selection of textbooks, and in other matters which go far beyond those which would be included in a narrow definition of working conditions. Negotiations should include all matters which affect the quality of the educational system.

This position had been further elaborated by an attorney (76, p. 3) and consultant on collective negotiation to the NEA as follows:

The fact is that "professionalism" in public education means that teachers have an interest in every decision that affects their pupil clientele and the effectiveness of their work which reaches far beyond their narrow self-interest in "bread and butter." Indeed, it is precisely at this point-in the making of difficult judgments on budgetary allocations, as well as assigning priorities to the immediate and future needs of the total educational program-that the professional associations with their expertise and special competence can give maximum assistance to the over-worked and under-appreciated members of a lay school board.

The concept of professionalism in education does suggest that teachers exercise more collective control over occupational affairs than at present. Whether negotiation is justified on all matters pertaining to the quality of education is an open question.

Stinnett et al. (70, p. 155) had this to say:

If professionalism in education means anything, it means that teachers have a legitimate interest in every decision that affects their pupil clientele and the effectiveness of their work. As pointed out earlier, most negotiation agreements recognize the interest of teachers in negotiating educational matters. One might go so far as to say that teachers, through their professional associations, are in unique positions to offer maximum assistance in assigning educational priorities and making difficult judgments with respect to budgetary allocation. It is precisely at these points that their professional expertise and competence may be brought most fruitfully to bear. The subject matter of negotiation, then, should be as broadly defined as the educational program itself. This is the reason that in so many school districts negotiation is looked upon as a year-round process, rather than one which comes into play at budget-making time.

He also stated (70, pp. 153-154):

It seems clear, then, that attempts to avoid entering into negotiation agreements on legal grounds have little basis in fact. Indeed, the inference might be drawn that the citing of legal obstacles by boards of education often is a convenient rationalization for their failure to enter into formal relationships with representatives of their staff. Once the legal obfuscations are overcome, boards of education and teacher groups are free to discuss the issues strictly on their merits, in terms of what is best for the educational program, rather than seeking ways to avoid the inevitable.

Professor Barber, (7, p. 25) said:

Professional behavior may be defined in terms of four essential attributes: a high degree of generalized and systematic knowledge; primary orientation to the interest; a high degree of self-control of behavior through codes of ethics internalized in the process of work socialization and through voluntary associations organized and operated by the work specialists themselves; and a system of rewards (monetary and honorary) that is primarily a set of symbols of work achievement and thus ends in themselves, not means to some end of individual self-interest.

Shils and Whittier (67, p. 149) in an analysis of AFT literature on collective bargaining in public education, revealed the following:

1. The heart of collective bargaining is recognition of the right of classroom teachers to negotiate through their own organization with their school board on such subjects as salary, working conditions, welfare benefits, and professional matters.
2. Salary negotiations are a central part of all collective bargaining negotiations..
3. Only by negotiations can teachers really be sure that their views will be given complete consideration. With the coming of collective bargaining, the days of unilateral decisions are at an end.

4. Teachers can use collective bargaining to limit class size, lessen staggering teaching loads, remove onerous and time-consuming chores, negotiate an equitable transfer policy, insure clean and safe employment conditions, provide adequate parking space, and bring about practical solutions to many problems that confront them.

5. All teachers need a sound pension plan to insure their well-being and retirement. Protection must be provided to protect the family should tragedy occur, and liberal sick-leave provisions, personal leave allowance, pension improvement, and other welfare items are a usual part of a normal negotiating package.

The AFT's position on the scope of negotiations emphasized the desirability of a broad scope for negotiations. In 1965, Charles Cogen (21, pp. 2, 7), President of the AFT, described the Federation's position:

We would place no limit on the scope of negotiations--the items which are subject to the bargaining process. Anything on which the two parties can agree should become a part of the agreement: anything on which they cannot agree will, of course, not appear.

I look for a great expansion in the effective scope of negotiations...Obviously, class sizes, number of classes taught, curriculum, hiring standards, textbooks and supplies, extra-curricular activities--in fact anything having to do with the operation of the school is a matter for professional concern and should thus be subject to collective bargaining.

Experience thus far in education suggests that defining the scope of negotiations is one of the most difficult problems facing teacher organizations and school administrations. This difficulty is not surprising. The same problem constantly arises in other areas of public employment and in private employment. Although the problems of scope outside of education are somewhat different, there is some overlap. It may be

useful to consider these problems at this point.

Executive Order 10988 (37, p. 7) limited the scope of negotiations as follows:

Sec. 6 (b)...In exercising authority to make rules and regulations relating to personnel policies and practices and working conditions, agencies shall have due regard for the obligation imposed by this section, but such obligation shall not be construed to extend to such areas of discretion and policy as the mission of an agency, its budget, its organization and the assignment of its personnel, or the technology of performing its work.

Sec. 7 (2). Management officials of the agency retain the right in accordance with applicable laws and regulations, (a) to direct employees of the agency, (b) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the Government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

A partial list of suggested topics for negotiations under Executive Order 10988 is as follows:

1. Grievances and internal agency appeals.
2. Work environment.
3. Design and scheduling of work.
4. Career policies and procedures.
5. Employee benefits and services.
6. Implementation of salary policy.
7. Services to employee organizations.

#### The Legal Status of Collective Negotiation

The right to join and participate in employee organizations is based on the Constitution of the United States. The First Amendment forbids Congress to make any law abridging "the right

of the people peaceably to assemble, and to petition the government for a redress of grievances." The Fourteenth Amendment to the constitution forbids any state to "make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state...deny to any person within its jurisdiction the equal protection of the laws." It is becoming increasingly true that the Fourteenth Amendment places on the states the same restrictions that are placed on the Congress in the first ten amendments. These are the Constitutional provisions which give public employees, as citizens, the right to assemble peaceably and to petition the government. To deny this Constitutional right afforded citizens in general, would be to deny the equal protection of the laws. School boards are agencies of the state and have no right to do what is forbidden to the state.

Because many states do not have statutes or legislation to handle collective negotiation in the public sector, boards of education are finding it necessary to enter into voluntary written agreements with organizations of professional employees. Stinnett et al. (70, p. 40) stated:

Undoubtedly, if the question of legality is ever raised in the district where negotiation is practiced, the view will be that the governing boards do have the power. Boards of education have the power and authority to set educational and personnel policies for the school district. Within this power, they may devise procedures to carry out their duties. Under this power, the board should be able to participate in negotiation.



If it is held that the board cannot bind itself to a professional negotiation agreement of contract with a local association under its general powers, there is nothing legally to prohibit the board from adopting negotiation procedures and abiding by them as it abides by its other rules and regulations. In the absence of fraud, statute violation, or abuse of discretion, the courts will not interfere with reasonable regulations adopted by a board for the government of the schools.

Adoption by boards of education of formal, written negotiation or bargaining agreements is relatively new. In 1951, when there was no statute permitting or prohibiting negotiations, the Connecticut Supreme Court stated (56, p. 482):

The statutes and private acts give broad powers to the defendant (board of education) with reference to educational matters and school management in Norwalk. If it chooses to negotiate with the plaintiff (teachers' association) with regard to the employment salaries, grievance procedure and working conditions of its members, there is no statute, public or private, which forbids such negotiations. It is a matter of common knowledge that this is the method pursued in most school systems large enough to support a teachers' association in some form. The claim of the defendant (board of education) that this (negotiation) would be an illegal delegation of authority is without merit. The authority is and remains in the board.

Shils and Whittier (67, p. 543) expressed the following view regarding the legality of collective negotiations:

Plenty of evidence is available that boards have broad discretionary authority to adopt policies and programs that result in beneficial government of the schools.

Furthermore, approval by a board of an agreement negotiated with a teacher organization becomes in effect a legislated policy of the board itself. The board's action in approving the agreement makes it official policy which becomes binding on the staff. A few legislators have said that since board members cannot legally delegate inherent powers (granted by the legislature) to a joint decision-making instrument, a

contract is not legally binding and could be terminated by the board at will. Contracts, while not legally binding, are nevertheless morally binding.

Teachers want to formalize their relationships with the board, whether or not a state mandate exists. Once a board has evidenced an interest in negotiating and agreement, withdrawal of its word would be a display of bad faith.

Lieberman and Moskow (43, p. 327) maintained that good faith negotiation will include the exchange of acts and proposals and some reasonable explanations as to why concessions are requested or refused. In private employment, it is often advised in negotiations that any proposals are subject to ratification by the union membership or by the board of directors or principal officers of the company. There appears to be no valid reason why the same procedure would not lawfully apply to collective negotiations in education.

Seitz (66, p. 121) stated:

It is, of course, apparent that when the school board undertakes collective bargaining...it undertakes burdens which it does not need to assume if it does not bargain collectively. The assumption, however, of these burdens does not mean that the board has delegated away its authority. In this respect it is interesting to recall that the history of industrial relations establishes that when the employer was first confronted with the statutory necessity of bargaining collectively, he complained that he was being forced to delegate away his authority. The courts did not agree with him. The courts recognized that he did assume additional burdens but that he still retained ultimate authority to make final decisions....

In regard to the rights of teachers to bargain collectively, Stinnett et al. (70, p. 22) stated:

There is little legal doubt today that certificated school employees have the right to organize and join employee organizations. There had been some doubt in the past, and several states have enacted statutes which specifically state that public employees have the right to join unions and employee organizations.

From Nottle and Linn (57, p. 183) we read:

There seems to be no reason why teachers and other employee groups in the public schools may not legally organize and bargain in a collective manner with their employer, the board of education. As a matter of fact, teachers have been engaging in this type of activity through their appointed professional committees for many years. In such situations, it is well settled that the board may listen or not as it wishes, accept or reject the proposals which teachers present, and take any action which it considers necessary and proper to the general welfare of the schools. In negotiations involving a board of education, including those pertaining to teachers' salaries and conditions of work, the board, however, will not be permitted to "tie its own hands," since to do so would rob it of its legal prerogative to have the last word concerning all matters pertaining to the schools. A board of education must remain forever free to decide unilaterally what is good and best for the children and for the school system in general.

Seitz (66, p. 114) expressed the view:

Those who question the right of public school teachers to negotiate and bargain collectively most frequently express their basic objection in the contention that negotiation and collective bargaining constitute a serious invasion of school board authority.

From the review of the literature, one finds today that school employees have the right to organize and to join employee organizations, including professional associations and unions. This right of public employees and professional school employees to form and join employee organizations has been reinforced by statutes in several states.

The statutes of the three states that were included in this study have been reviewed and a brief summary is presented to identify their characteristics.

Iowa - At the present time there are no laws or statutes that in part or whole deal with collective negotiation in the public sector.

Minnesota - The act of 1967 covers all certified personnel below the position of superintendent. Representation is determined by designation or an election if there is more than one organization. The law is mandatory.

The board of education is the negotiating unit and the administering agency.

Areas of negotiation are conditions of service, educational and professional policies, grievance procedures, and other matters. Agreements must be in writing.

Impasse procedures are considered by a three-member adjustment panel. Strikes are prohibited.

Nebraska - The statute was passed in 1967 and revised in 1969. The act is permissive and includes all certified personnel in class III, IV, and V schools.

The board of education is the negotiation unit and the administering agency. Membership is exclusive and determined by a membership list.

The law relates to the scope of negotiations in that all matters of employment relations are considered.

Written agreements are required.

Impasse procedures are administered by a three-member fact-finding panel or court of industrial relations. Strikes are in violation of the statute.

### Summary - Chapter II

Many social forces have contributed to the current pressure by teachers for professional negotiations agreements. School enrollments and staffs have both increased, causing fewer face-to-face relationships among teachers, administrators and school boards. Teachers are younger and have a better background of preparation. More men are entering the teaching field, and they are eager to improve their personal and professional welfare.

Several major concepts were readily discernible from the literature reviewed. It was evident that the role of the superintendent was a difficult one. The review of literature offered a wide divergence of thought regarding what the role should be. Opinions and practices ranged from one end of the spectrum to the other. Strong and dissimilar statements were made by the NEA and the AFT. From these statements the struggle between the NEA and the AFT for membership and dominance of education was clearly evident. The NEA and the AASA

viewed the superintendent as an educational consultant who had a dual function of serving and advising both the board of education and the teachers. The AFT contended that the superintendent's role must of necessity be on the side of management--the board of education.

Writers varied greatly regarding the role of the public school superintendent in collective negotiation. The roles proposed were: the superintendent as an advisor to the teachers, as an advisor to the board, as an advisor to both groups, or as a non-participant. However, the literature reviewed overwhelmingly indicated that the superintendent does not sit on the same side as the teachers, but just where he sits was not clear.

The various roles for public school superintendents were examined in the literature, since this was the major emphasis for the study. The role of teachers in the negotiations process was examined, as was the role of board members, in an effort to extend the scope of the review of literature.

An indication of the pressures on the superintendent as he attempted to carry out a negotiation role between the teachers and the board of education was reflected (1, p. 6) in the statement of Ida Klaus, Director of Staff Relations for the New York City Board of Education:

We've had three agreements (negotiated contracts) in New York City and during the same period we've had three superintendents.

### CHAPTER III. METHODOLOGY

This chapter presents the methods and procedures utilized in conducting the study. The chapter is divided into five major areas: (1) Development of the questionnaire, (2) method of validating the questionnaire, (3) selecting the population, (4) administration of the questionnaire, and (5) treatment of the data.

#### Development of the Questionnaire

The questionnaire was designed to secure facts and opinions to determine the different roles superintendents of schools played in the collective negotiations process. It was developed from an analysis and review of literature on negotiations in public education.

The first draft of the questionnaire was presented to Doctor John Menne, assistant professor, Iowa State University of Science and Technology, for constructive criticism. The questionnaire was revised in accordance with his recommendations and submitted to the researcher's doctoral committee for additional suggestions. The questionnaire was revised and then discussed with the Director of the Data Processing Center with respect to the format and organization for key punching. The type of analysis to be utilized in treating the compiled data was discussed. A third revision incorporated suggestions made.

The final form of the questionnaire embraced a combination of multiple-choice and yes/no type questions. Space for general comments was provided (Appendix B). The major portion of the questionnaire was designed to elicit ascertainable facts with regard to the current practices of negotiations of the superintendent. In addition, a minor portion of the questionnaire sought the opinions of the superintendent. An introductory paragraph on the first page was provided to give specific instructions on how to complete the questionnaire. In addition, each set of questions contained specific instructions or information.

A three-digit numeral was written in the upper right hand corner on the first page of the questionnaire. This numeral was used to identify the respondent's school district.

The questionnaire was comprised of eighteen general questions, each of which offered the respondents a choice of one or one or more possibilities from which to choose.

#### Validating the Questionnaire

The questionnaire was pre-tested by administering it to three superintendents selected from each state - Iowa, Minnesota and Nebraska. Tabulations were made of the superintendents' responses. An analysis of the responses elicited by the questionnaire was made to determine if the questions in the questionnaire were understood by the respondents.



### Selecting Population

Fifty public schools (K-12) were randomly selected from each state - Iowa, Minnesota and Nebraska. Superintendents representing these schools were asked to respond to the questionnaire. In selecting schools from the state of Nebraska, only class III, IV and V schools were considered. In 1967 a statute permitting collective negotiation on a permissive basis was passed and it applied only to these schools.

Class III: Districts of 1,000 to 50,000 population maintaining both elementary and secondary education.

Class IV: (Lincoln only) Districts of 50,000 to 200,000 population maintaining both elementary and secondary education.

Class V: (Omaha only) Districts of 200,000 or more population maintaining both elementary and secondary education.

### Administration of the Questionnaire

A form letter was developed to transmit the questionnaire to those individuals participating in the study (Appendix A). The letter briefly described the problem, outlined the procedures and pledged that neither the respondent nor his district would be identified in the study.

The letter with the questionnaire was mailed to the superintendent of schools in each of the 50 school districts participating in the study. At the end of 10 days, a follow-up letter with questionnaire was sent to those individuals who did not respond the first time. At the conclusion of this period, phone calls were used. A major effort on the researcher's part was made to obtain a 100 per cent sample response.

#### Treatment of the Data

The data received on the completed questionnaires were entered on data processing cards. By means of computer programming the combined response on each question was formulated into tables according to the size of schools, the three states surveyed, the questions asked, and the areas to be investigated.

The chi-square statistical treatment was used on the responses to selected questions. Chi-square technique using the null hypothesis to generate the expected frequencies from contingency table row and column totals was applied. Garrett states (29, p. 253), "...the chi-square test represents a useful method of comparing obtained (observed) results with those to be expected theoretically on some hypothesis." The equation (62, p. 292) utilized to compute chi-square was:

$$\sum \frac{(\text{Observed frequencies} - \text{Expected frequencies})^2}{\text{Expected frequencies}}$$

The degree of freedom was determined by the classification. The test was taken from an accumulative distribution of an appropriate chi-square at the five per cent, or significance level. (A significant difference refers to a calculated value which exceeds the table value with appropriate degrees of freedom at the .05 level.)

When individual cells had a frequency count of less than five, they were either combined with another row or column cell or eliminated in concept with recommended chi-square application (62, p. 296).

## CHAPTER IV. FINDINGS

Chapter four presents the data obtained from the survey instrument completed by the 150 superintendents from Iowa, Minnesota and Nebraska (fifty from each state). A 100 per cent return of the survey instrument was achieved. This was accomplished by an initial and two follow-up mailings (see Appendix B), personal letters, and finally telephone calls when necessary. The data were statistically treated using frequency counts, percentages and chi-square techniques to test null hypotheses.

Information contained on the returned questionnaires was compiled and analyzed. The questionnaire was designed to provide data for an analysis of the actual roles in collective negotiation practiced by randomly selected superintendents in the states of Iowa, Minnesota and Nebraska, three states which had different laws in regard to collective negotiation. The questionnaire also allowed the superintendents an opportunity to express their feelings on collective negotiation and about the questionnaire itself (see Appendix C).

The tables which follow are presented as graphic illustrations of the data as they were compiled and analyzed. Accompanying each table is a discussion of the data included in that table.

## Characteristics of the Superintendent

### Age

Data in Table 1 indicated that the ages of superintendents who responded to the question varied from 30 years to 66 years. There were no superintendents younger than 30 years of age and the 40-49 age group contained the largest number of superintendents (37.33 per cent).

Table 1. Frequency distribution of responding superintendents when categorized by age

Age groups	Iowa	Minnesota	Nebraska	Total	Per cent
30 - 39	9	13	16	38	25.33
40 - 49	20	11	25	56	37.33
50-- 59	13	17	7	37	24.67
60 - 66	<u>8</u>	<u>9</u>	<u>2</u>	<u>19</u>	<u>12.67</u>
Total	50	50	50	150	100.00
-----					
Mean age	48.88	48.34	44.48	47.23	

### Years of experience

The number of years of experience as reported by the superintendents showed they average 5.45 years as a teacher, 1.26 years as a supervisor, 4.23 years as a principal and 11.83 years as a superintendent (see Table 2). The majority of superintendents had less than 5 years experience as a

Table 2. Frequency distribution of responding superintendents when categorized by position and years of experience in that position

Position	0-5	6-10	11-15	16-20	21-25	26-30	Over 30	Mean	Per cent
As a teacher	94	41	10	3	2	0	0	5.33	22.85
As a supervisor	139	4	2	2	1	0	2	1.26	5.45
As a principal	109	32	7	1	0	0	1	4.23	18.13
As a superintendent	43	40	20	21	15	5	6	11.83	50.74
Other (list)	<u>141</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>.66</u>	<u>2.83</u>
Total								23.31	100.00

teacher, or as a supervisor, or as a principal before they became superintendents.

### Size of school districts

Data concerning the enrollment of the school districts under the superintendents' jurisdiction are presented in Table 3. The enrollment varied from 250 to 60,000 students.

Table 3. Frequency distribution of responding superintendents when categorized by school district enrollment on October 1, 1970

Enrollment	Iowa	Minnesota	Nebraska	Total	Per cent
0-700	19	21	29	69	46.00
701-1999	17	23	13	53	35.33
2000-above	<u>14</u>	<u>6</u>	<u>8</u>	<u>28</u>	<u>18.67</u>
Total	50	50	50	150	100.00

### Educational training

Data concerning the educational background of the superintendents polled are given in Table 4. A majority had a Master's Degree. There were no administrators who had only a Bachelor's Degree.

Table 4. Frequency distribution of responding superintendents when categorized by level of education

Education	Iowa	Minnesota	Nebraska	Total	Per cent
Bachelors	0	0	0	0	0.00
BA/BS + 50 quarter hours	1	5	1	7	4.67
Masters	27	36	14	77	51.33
Specialists	17	5	26	48	32.00
Doctorate	<u>5</u>	<u>4</u>	<u>9</u>	<u>18</u>	<u>12.00</u>
Total	50	50	50	150	100.00

Graduation dates

Illustrated in Table 5, using 10 year intervals, are the superintendent's graduation dates according to the most recent degree. The decade of 1960 leads with 62 or 41.33 per cent. It would appear, from the table, that the superintendents in the state of Nebraska were acquiring their degrees in more recent years than those in Iowa or Minnesota.

Table 5. Frequency distribution of responding superintendents when categorized by graduation date (includes only the most recent degree)

Year	Iowa	Minnesota	Nebraska	Total	Per cent
1933-39	5	0	0	5	3.33
1940-49	5	10	1	16	10.67
1950-59	17	21	11	49	32.67
1960-69	22	15	25	62	41.33
Since 1970	<u>1</u>	<u>4</u>	<u>13</u>	<u>18</u>	<u>12.00</u>
Total	50	50	50	150	100.00
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Mean year	1956	1957	1964	1959	



### Educational courses

As indicated in Table 6 more than 75.00 per cent of the superintendents had returned to college and had taken at least one educational course since 1959. Nebraska was found to have a combined total larger than either Iowa or Minnesota in the two decade groups 60-69 and 70-above. The single largest group (46.00 per cent) of the superintendents was found to have taken an educational course during the time period 1960-69. Only two of the superintendents had not taken an educational course since 1939.

Table 6. Frequency distribution of responding superintendents when categorized by educational courses (most recent) year completed

Year	Iowa	Minnesota	Nebraska	Total	Per cent
1934-39	2	0	0	2	1.34
1940-49	3	5	1	9	6.00
1950-59	6	15	5	26	17.33
1960-69	27	16	26	69	46.00
Since 1970	<u>12</u>	<u>14</u>	<u>18</u>	<u>44</u>	<u>29.33</u>
Total	50	50	50	150	100.00

### Collective negotiation backgrounds

As pointed out in Table 7, 61.67 per cent of the superintendents had either an education course or workshop in collective negotiation; whereas, 28.33 per cent of the superintendents had not had one. Iowa's administrators differed

extensively from the ones in Minnesota and Nebraska.

Table 7. Frequency distribution of responding superintendents when categorized by participation in a workshop or an education course in collective negotiation

Course or workshop	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	23	36	33	92	61.67
No	<u>27</u>	<u>14</u>	<u>17</u>	<u>58</u>	<u>38.33</u>
Total	50	50	50	150	100.00

#### Type of district

Fifty seven and two-thirds per cent of the schools who participated in the study were rural; whereas, 42.67 per cent of the schools were town, suburban or city (as illustrated in Table 8).

Table 8. Frequency distribution of school districts when categorized by sociological characteristic of district

Type	Iowa	Minnesota	Nebraska	Total	Per cent
City	6	2	7	15	10.00
Suburban	2	2	2	6	4.00
Town	19	9	15	43	28.67
Rural	<u>23</u>	<u>37</u>	<u>26</u>	<u>86</u>	<u>57.33</u>
Total	50	50	50	150	100.00

### Predominance of district

The data in Table 9 revealed the majority (62.67 per cent) of the schools participating in the study, according to the predominance of the district, were rural; whereas, only 37.33 per cent of the schools were town, suburban, or city.

Table 9. Frequency distribution of responding superintendents when categorized by predominance of district

Predominance	Iowa	Minnesota	Nebraska	Total	Per cent
City	5	2	8	15	10.00
Suburban	2	1	2	5	3.33
Town	15	8	13	36	24.00
Rural	<u>28</u>	<u>39</u>	<u>27</u>	<u>94</u>	<u>62.67</u>
Total	50	50	50	150	100.00

### Distance to nearest population centers

Forty per cent of the school districts were located more than 90 miles from a city with a population of 75,000 people. Approximately 40.00 per cent of the school districts were located within a 60 mile radius of a city with a population of 75,000 people (as shown in Table 10).

Table 10. Frequency distribution of responding superintendents when categorized by distance to nearest city over 75,000 people

Distance	Iowa	Minnesota	Nebraska	Total	Per cent
0 - 29	15	2	4	21	14.00
30 - 59	17	9	12	38	25.33
60 - 89	11	9	11	31	20.67
90 - above	<u>7</u>	<u>30</u>	<u>23</u>	<u>60</u>	<u>40.00</u>
Total	50	50	50	150	100.00
-----					
Mean distance	47.66	78.40	72.42	66.16	

#### Membership in professional organization

Only five, or 3.33 per cent, of the superintendents were found to not belong to any professional educational organization. The overwhelming majority (96.33 per cent) belonged to at least one organization as revealed in Table 11.

Table 11. Frequency distribution of responding superintendents when categorized by membership in professional educational organization

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	49	49	47	145	96.67
No	<u>1</u>	<u>1</u>	<u>3</u>	<u>5</u>	<u>3.33</u>
Total	50	50	50	150	100.00

Negotiation functions

Seventy-three and one-third per cent of the superintendents did not handle collective negotiation themselves; whereas, 26.67 per cent did. Table 12 is interesting when comparing the individual states; Iowa had more superintendents who negotiated than the combined total of both Minnesota and Nebraska.

Table 12. Frequency distribution of responding superintendents to the question: Do you do the negotiating in your school?

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	23	8	9	40	26.67
No	<u>27</u>	<u>42</u>	<u>41</u>	<u>110</u>	<u>73.33</u>
Total	50	50	50	150	100.00

Past negotiation experience

The number of superintendents who negotiated in the past was almost equal to the number of superintendents who had not had past experience in negotiation (see Table 13).

Table 13. Frequency distribution of responding superintendents to the question: Have you negotiated in the past?

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	23	19	31	73	48.67
No	<u>27</u>	<u>31</u>	<u>19</u>	<u>77</u>	<u>51.33</u>
Total	50	50	50	150	100.00

### History of previous negotiation experiences

Data in Table 14 revealed the superintendents in Iowa, on the average, had negotiated longer than the superintendents in Minnesota and Nebraska; however, the difference in years was small.

Table 14. Frequency distribution of responding superintendents to the question: How many years have you negotiated?

	Iowa	Minnesota	Nebraska	Combined average
Years (average)	3.56	2.86	2.98	3.13

### Features of the Negotiation Roles

#### Collective negotiation role:

Sixty and two-thirds per cent of the superintendents felt their role in collective negotiation was to "advise both the teachers and the board"; whereas, only 34.00 per cent felt their role was to "advise the board only". When separating responses of various superintendents by states, it became quite evident that the superintendents differed in regard to the role they play in collective negotiation as shown in Table 15.

Table 15. Frequency distribution of responding superintendents when categorized by their role in collective negotiation

Role	Iowa	Minnesota	Nebraska	Total	Per cent
Advisors to teachers	0	0	0	0	0
Advisors to board	6	28	17	51	34.00
Advisors to both	44	19	28	91	60.67
Resource person	0	3	5	8	5.33
Non-participant	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	50	50	50	150	100.00

#### Influencing characteristics by states

Influencing characteristics as depicted in Table 16 indicated 71.33 per cent of the superintendents felt the attitude of the board influenced them most in adapting their role in collective negotiation. It was surprising to find that college courses taken in collective negotiation had little influence on the determination by the superintendent of his role.

Table 16. Frequency distribution of responding superintendents to the question: Characteristics which influence you most in your role? (N = 150)

Characteristics	Iowa	Minnesota	Nebraska	Total	Per cent
Age	5	8	4	17	11.33
Past experience	34	28	28	90	60.00
Number of years in district	10	15	7	32	21.33
Educational training	10	14	10	34	22.67
Negotiation courses	3	13	17	33	22.00
Tradition of district	24	20	13	57	38.00
Attitude of board	37	36	34	107	71.33
Other	2	6	7	15	10.00

#### Influencing factors by states

Influencing factors as illustrated in Table 17 showed 42.00 per cent of the superintendents felt the size of the school district had some influence on the role they played in collective negotiation. This was closely followed by the basic make-up of district (rural, urban, etc.). Only 6.67 per cent of the superintendents felt the geographic location of the school district had any effect on their role.



Table 17. Frequency distribution of responding superintendents when categorized by responses to the question:  
Which factors influenced you the most in your role?

Factors	Iowa	Minnesota	Nebraska	Total	Per cent
Geographic location	5	2	3	10	6.67
Size of district	25	23	15	63	42.00
Basic make-up of district (rural, urban, etc.)	16	21	15	52	34.67
Other	6	8	18	32	21.33

#### Multiple roles

Data concerning multiple roles indicated 54.67 per cent of the superintendents assume more than one role in the negotiation process; whereas, 45.33 per cent assume only one role. Separation of response by states and their respective superintendents revealed very little difference between states (see Table 18).

Table 18. Frequency distribution of responding superintendents when categorized to the question: Did you assume more than one role in negotiation?

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	29	29	24	82	54.67
No	<u>21</u>	<u>21</u>	<u>26</u>	<u>68</u>	<u>45.33</u>
Total	50	50	50	150	100.00

### Factors influencing multiple roles

Those factors which had some influence on the eighty-two superintendents who assumed more than one role in the negotiation process were tabulated in Table 19. Being "able to see both sides" was the response chosen most often by superintendents (86.58 per cent). Closely followed were the responses "experience as a superintendent" (79.26 per cent) and "professional attitude" (60.97 per cent). A small number, 20.73 per cent of the superintendents, felt that state legislation was a factor in determining their role in collective negotiation.

Table 19. Frequency distribution of responding superintendents when categorized to the question: Which factors influenced you the most to assume more than one role? (N = 82)

Factors	Iowa	Minnesota	Nebraska	Total	Per cent
Experience as a teacher	13	9	9	31	37.80
Professional attitude	18	20	12	50	60.97
Experience as a superintendent	26	23	16	65	79.26
Seeing both sides	25	26	20	71	86.68
Board policy	9	7	8	24	29.26
State legislation	8	7	2	17	20.73
Other	1	1	0	2	2.43

### Preparation for negotiation

The majority of superintendents stated that attending professional meetings, reading professional literature, and informal discussions were the best ways to prepare themselves for the negotiation process. The data were presented in Table 20.

Table 20. Frequency distribution of responding superintendents when categorized to the question: What have you done to prepare for the role you assumed? (N = 150)

Preparation	Iowa	Minnesota	Nebraska	Total	Per cent
Attend professional meetings	39	48	45	132	88.00
Informal discussions	35	37	41	113	75.33
Professional literature	38	35	43	116	77.33
Workshops	20	34	32	86	57.33
College courses	7	4	6	17	11.33
Other	2	3	1	6	3.33

### Negotiation sessions

The majority of superintendents attended all negotiation sessions between teachers and the board of education (79.34 per cent). The data were tabulated in Table 21.

Table 21. Frequency distribution of responding superintendents when categorized to the question: Do you attend negotiation sessions between teachers and board?

Attendance	Iowa	Minnesota	Nebraska	Total	Per cent
Attend all sessions	41	40	38	119	79.34
Attend most sessions	8	4	3	15	10.00
Attend some sessions	1	0	2	3	2.00
Attend few sessions	0	2	3	5	3.33
Attend no sessions	<u>0</u>	<u>4</u>	<u>4</u>	<u>8</u>	<u>5.33</u>
Total	50	50	50	150	100.00

#### Day to day negotiation

The results concerning handling day to day/across the table negotiation which occur were interesting. The data in Table 22 showed only a small percentage of the superintendents were not involved. Iowa's superintendents maintained a strong role (56 per cent) compared to those in Minnesota (36 per cent) and Nebraska (36 per cent).

Table 22. Frequency distribution of responding superintendents when categorized by responses to the question: Do you handle day to day negotiations?

Participate	Iowa	Minnesota	Nebraska	Total	Per cent
Always	28	18	18	64	42.67
Often	16	13	17	46	30.67
Seldom	6	8	7	21	14.00
Never	0	11	6	17	11.33
No response	<u>0</u>	<u>0</u>	<u>2</u>	<u>2</u>	<u>1.33</u>
Total	50	50	50	150	100.00

### Responsibility of day to day negotiation

There were 24 superintendents who indicated they did not handle day to day negotiation. The data were illustrated in Table 23. The table revealed that Minnesota had better than half (13) of the 24 superintendents who did not handle the day to day negotiation.

Table 23. Frequency distribution of responding superintendents when categorized by responses to the question: If you do not handle day to day negotiations, who does?

Individual	Iowa	Minnesota	Nebraska	Total	Per cent
Ass't superintendent	1	0	1	2	8.33
Business manager	1	0	0	1	4.17
Board attorney	0	2	1	3	12.50
Professional negotiator	0	2	2	4	16.67
Other	<u>2</u>	<u>9</u>	<u>3</u>	<u>14</u>	<u>58.33</u>
Total	4	13	7	24	100.00

### Council or committee

Two-thirds (100) of the administrators stated their school district was represented by a council or committee in the negotiation process (Table 24). The response from Iowa's superintendents showed 40 per cent were not represented by a committee or council as compared to 32 per cent for Minnesota and 26 per cent for Nebraska.

Table 24. Frequency distribution of responding superintendents when categorized by responses to the question: Do you use a council or committee to negotiate?

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	29	34	37	100	66.67
No	20	16	13	49	32.67
No response	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>.66</u>
Total	50	50	50	150	100.00

Administrator's role with council or committee

The role played by the superintendents who had a council or committee was shown in Table 25. The overwhelming majority (81.00 per cent) acted as an "advisor only" to the council or committee. Very few took a leadership role (only 7.00 per cent).

Table 25. Frequency distribution of responding superintendents when categorized by responses to the question: What is your role with council or committee?

Role	Iowa	Minnesota	Nebraska	Total	Per cent
Leader	3	2	2	7	7.00
Advisor only	25	26	30	81	81.00
Voting member	0	2	0	2	2.00
Non-participant	1	4	4	9	9.00
Other	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>1.00</u>
Total	29	34	37	100	100.00

Agent or lawyer

One hundred forty one superintendents indicated that they did not use an agent or lawyer to negotiate for the board in their school district. A very small number (nine) said they used an agent or lawyer to negotiate for them. The results were found in Table 26.

Table 26. Frequency distribution of responding superintendents when categorized by responses to the question: Do you have an agent or lawyer that negotiates?

Response	Iowa	Minnesota	Nebraska	Total	Per cent
Yes	1	4	4	9	6.00
No	<u>49</u>	<u>46</u>	<u>46</u>	<u>141</u>	<u>94.00</u>
Total	50	50	50	150	100.00

Administrator's role with agent or lawyer

There were only nine superintendents who indicated that they had an agent or lawyer do the negotiating (as shown in Table 27). Seven of these superintendents indicated they acted as "advisors" and only two assumed a role of "leader".

Table 27. Frequency distribution of responding superintendents when categorized by responses to the question:  
What is your role with agent or lawyer?

Role	Iowa	Minnesota	Nebraska	Total	Per cent
Leader	0	1	1	2	22.22
Advisor only	1	3	3	7	77.78
Non-participant	0	0	0	0	0
Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1	4	4	9	100.00

### Limits of negotiation

The survey clearly indicated few administrators negotiated all provisions of contracts (see Table 28). The overall percentage was only 23.33 per cent.

Table 28. Frequency distribution of responding superintendents when categorized by responses to the question: What is your understanding as to the limits of your authority to negotiate?

Limits	Iowa	Minnesota	Nebraska	Total	Per cent
Negotiate all provisions	17	9	9	34	23.33
Negotiate salary only	4	1	4	9	6.00
Negotiate fringe items	1	2	1	4	2.67
No negotiating power	15	22	20	57	38.00
Not applicable	11	13	14	38	25.33
No response	<u>2</u>	<u>3</u>	<u>2</u>	<u>7</u>	<u>4.67</u>
Total	50	50	50	150	100.00



Aspects of negotiation

The extent in which administrators were involved in various aspects of the bargaining function was outlined in Table 29. Although 83.33 per cent helped by analyzing the teacher's proposals for the board, only 6.67 per cent were involved in the development of the same proposal. In contrast, the majority of superintendents played a very active role in the development of the board's proposals (75.33 per cent).

Table 29. Frequency distribution of responding superintendents when categorized by responses to the question: What extent are you involved in other aspects of negotiation? (N = 150)

Aspects	Iowa	Minnesota	Nebraska	Total	Per cent
Gather information for teachers	30	25	28	83	55.33
Gather information for board	46	48	46	140	93.33
Develop teacher's proposals	7	1	2	10	6.67
Develop board's proposals	36	44	33	113	75.33
Analyze teacher proposals for board	40	45	40	125	83.33
Administration of the negotiation contract	21	29	34	84	56.00
Communicate faculty's sentiments to board	27	22	26	75	50.00
Communicate board's sentiments to teachers	42	31	35	108	72.00
Release public statements	31	35	33	99	66.00

Future negotiation roles

Negotiation roles in the future, as anticipated by superintendents, revealed the majority (58 per cent) believed they will eventually become advisors to the board. Only 18 per cent felt they would serve as advisors to both the board and the teachers. As such, it is interesting to note, none of the superintendents felt they will be advisors to teachers alone. See Table 30 for results.

Table 30. Frequency distribution of responding superintendents when categorized by responses to the question: What do you anticipate the role of superintendent in future to be?

Role	Iowa	Minnesota	Nebraska	Total	Per cent
Advisor to teachers	0	0	0	0	0
Advisor to board	30	29	28	87	58.00
Advisor to both	13	7	7	27	18.00
Non-participant	3	7	7	17	11.33
Resource person	4	7	8	19	12.67
Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	50	50	50	150	100.00

### Major Hypothesis

Chi square is a statistical technique which enabled the investigator to evaluate the probability of obtaining differences between the actual and expected frequencies in the categories of one or more classification as a result of sampling fluctuation.

Individual cells which had a frequency count of less than five were either combined with an adjacent row or column cell or eliminated; therefore, several hypotheses were tested using a total frequency count less than 150.

A-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the collective negotiation laws of the state.

#### Roles of superintendent categorized by state

In comparing the responses of the individual superintendents from Iowa, Minnesota and Nebraska, there was little agreement as to what the role of the superintendent should be in collective negotiation. As shown in Table 31, 52 superintendents felt their role should be as an advisor to the board with only six of these responses coming from Iowa. However, 80 superintendents felt they should advise both the teachers and the board, with the overwhelming majority of response coming from Iowa (44). The chi square value computed for this hypothesis was found to be highly significant; thus the hypothesis was rejected.

Table 31. Roles of superintendent categorized on the basis of the collective negotiation laws of the state

Roles	Iowa	Minnesota	Nebraska	Total
Advisor to board	6	28	17	51
Advisor to both teacher and board	<u>44</u>	<u>19</u>	<u>28</u>	<u>91</u>
Total	50	47	45	142
-----				
Tabular value		Calculated value		
$\chi^2_{2, .05} = 5.991$				
$\chi^2_{2, .01} = 9.210$		$\chi^2 = 23.73$		

#### Minor Hypotheses

A-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of age.

#### Roles of superintendent categorized by age

In gathering the data by age groups and the role of the superintendents, it was found that the size of each age group did vary; however, the superintendents' responses also varied proportionately (see Table 32). The chi square value computed for this hypothesis was found to be not significant; thus, the hypothesis was not rejected.

Table 32. Roles of superintendent categorized by age

Roles	30-39	40-49	50-59	60-above	Total
Advisor to board	13	19	14	5	51
Advisor to both board and teacher	<u>21</u>	<u>35</u>	<u>21</u>	<u>14</u>	<u>91</u>
Total	34	54	35	19	142
-----					
Tabular value			Calculated value		
$\chi^2_{3, .05} = 7.815$			$\chi^2 = 1.2820$		

A-2 There is no significant difference between the roles that superintendents play in collective negotiations when they are categorized on the basis of the number of years of experience by the superintendent in the present system.

Roles of superintendent categorized by years of experience in present system

As shown in Table 33, there was little difference when comparing the responses of the superintendents with the number of years of experience in the present system. The chi square value computed for this hypothesis was found to be not significant; thus, the hypothesis was not rejected.

Table 33. Roles of superintendent categorized by years of experience in present system

Roles	0-2	3-5	6-above	Total
Advisor to board	22	16	13	51
Advisor to both teachers and board	<u>31</u>	<u>31</u>	<u>29</u>	<u>91</u>
Total	53	47	42	142
-----				
Tabular value	Calculated value			
$\chi^2_{2, .05} = 5.991$	$\chi^2 = 1.2413$			

A-3 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the number of years of educational experience by the superintendent.

Roles of superintendent categorized by years of educational experience as superintendent

Results shown in Table 34 followed very closely the pattern set by Table 33. This table depicted the similarity of the roles of the various superintendents when they were categorized upon the basis of the number of years experience by the individual superintendents. The chi square computation for this hypothesis was found to be not significant; thus, the hypothesis was not rejected.

Table 34. Roles of superintendent categorized by years of educational experience as a superintendent

Roles	0-8	9-15	16-above	Total
Advisor to board	22	11	18	51
Advisor to both teachers and board	<u>40</u>	<u>23</u>	<u>28</u>	<u>91</u>
Total	62	34	46	142
-----				
Tabular value	Calculated value			
$\chi^2_{2, .05} = 5.991$	$\chi^2 = .3988$			

A-4 There is no significant difference between the roles that superintendents play in collective negotiations when they are categorized on the basis of when the formal education was acquired by the superintendent.

Roles of superintendent categorized by date formal education was acquired

When comparing the responses of the individual superintendents to the periods of time their formal education was acquired; it was evident, as illustrated in Table 35, there was no significant difference; therefore, the hypothesis was not rejected.

Table 35. Roles of superintendent categorized by date formal education was acquired

Roles	1933-1959	1960-above	Total
Advisor to board	25	26	51
Advisor to both teachers and board	<u>43</u>	<u>48</u>	<u>91</u>
Total	68	74	142
-----			
Tabular value	Calculated value		
$\chi^2_{1, .05} = 3.841$	$\chi^2 = .183$		

A-5 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the present educational level of the superintendent.

Roles of superintendent categorized by educational level

Although there was some difference between the response of superintendents when categorized by their educational level (as shown in Table 36), the difference was not significant; thus, the hypothesis was not rejected.

Table 36. Roles of superintendent categorized by education level

Roles	BA & MA	6 years & PhD	Total
Advisors to board	31	20	51
Advisors to both board and teachers	<u>51</u>	<u>40</u>	<u>91</u>
Total	82	60	142
-----			
Tabular value	Calculated value		
$\chi^2_{1, .05} = 3.841$	$\chi^2 = 1.704$		



## Major Hypothesis

B-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of geographic location within the state.

Roles of superintendent categorized by geographic location

Table 37 showed that differences do occur when categorization was done by the geographic location of the district. However, the chi square value computed for this hypothesis was found to be not significant and the hypothesis was not rejected.

Table 37. Roles of superintendent categorized by geographic location (miles to city of 75,000 population)

Roles	0-29	30-59	60-89	90-above	Total
Advisor to board	5	12	10	24	51
Advisor to both teachers and board	<u>16</u>	<u>23</u>	<u>19</u>	<u>33</u>	<u>91</u>
Total	21	35	29	57	142
-----					
Tabular value			Calculated value		
$\chi^2_{3, .05} = 7.815$			$\chi^2 = 2.3517$		

### Minor Hypotheses

B-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the enrollment size of the school district.

#### Roles of superintendent categorized by enrollment size of district

There was a difference, as shown in Table 38, to the superintendent's role when categorized by enrollment size of the school district; however, it was not a significant difference and the hypothesis was not rejected.

Table 38. Roles of superintendent categorized by enrollment size of district

Roles	0.700	701-1999	2000-above	Total
Advisor to board	23	15	13	51
Advisor to both teachers and board	<u>56</u>	<u>22</u>	<u>13</u>	<u>91</u>
Total	79	37	26	142
-----				
Tabular value		Calculated value		
$\chi^2_{2, .05} = 5.991$		$\chi^2 = 3.9581$		

B-2 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the sociological characteristic of the school district.

Roles of superintendent categorized by the sociological characteristic of district

It was surprising to find little or no difference, as depicted in Table 39, between the roles superintendents played in collective negotiation when they were categorized on the basis of the sociological characteristic of the school district. The chi square value computed for this hypothesis was found to be not significant; thus, the hypothesis was not rejected.

Table 39. Roles of superintendent categorized by sociological characteristic of district

Roles	Town	Rural	Total
Advisor to board	24	27	51
Advisor to both teachers and board	<u>38</u>	<u>53</u>	<u>91</u>
Total	62	80	142
-----			
Tabular value	Calculated value		
$\chi^2_{1, .05} = 3.841$	$\chi^2 = .3731$		

B-3 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the place of residence of a predominance of the district population.

Roles of superintendent categorized by place of residence of a predominance of district

As shown in Table 40, there was only a slight difference. The chi square value computed for this hypothesis was found to be not significant; thus, the hypothesis was not rejected.

Table 40. Roles of superintendent categorized by place of residence of a predominance of district population

Roles	Town	Rural	Total
Advisor to board	20	31	51
Advisor to both teacher and board	<u>34</u>	<u>57</u>	<u>91</u>
Total	54	88	142
-----			
Tabular value	Calculated value		
$\chi^2_{1, .05} = 3.841$	$\chi^2 = .0475$		

## Other Chi Square Tests

Day to day negotiation categorized by sociological  
characteristic of district

The survey found a highly significant difference between the roles superintendents play in the day to day negotiation when they were categorized on the basis of sociological characteristic of the district. This was shown in Table 41.

Table 41. Day to day negotiation categorized by sociological characteristic of district

Negotiations	Town	Rural	Total
Always	25	38	63
Often	24	22	46
Seldom/never	<u>12</u>	<u>26</u>	<u>38</u>
Total	61	86	147
-----			
Tabular value	Calculated value		
$\chi^2_{2, .05} = 5.991$	$\chi^2 = 15.2108$		

Number of superintendent's roles in negotiation categorized by sociological characteristic of district

The data contained in Table 42, when put to a chi square test, showed a significant difference between the number of roles undertaken by the superintendent in negotiation when categorized by the sociological characteristic of the school district.

Table 42. Number of superintendent's roles in negotiation categorized by sociological characteristic of district

More than one role	Town	Rural	Total
Yes	28	42	80
No	<u>36</u>	<u>34</u>	<u>70</u>
Total	64	86	150
-----			
Tabular value	Calculated value		
$\chi^2_{1, .05} = 3.841$	$\chi^2 = 4.1189$		

Day to day negotiation categorized by geographic location (distance from a city of 75,000 population)

A highly significant difference was found in the day to day negotiation a superintendent undertook as related to the distance of his district to a city of 75,000 population. The data were tabulated in Table 43.

Table 43. Day to day negotiation categorized by geographic location (distance from a city of 75,000 population)

Negotiations	0-29	30-59	60-89	90-above	Total
Always	8	14	13	28	63
Often	11	15	7	13	46
Seldom/never	<u>1</u>	<u>8</u>	<u>10</u>	<u>19</u>	<u>38</u>
Total	20	37	30	60	147
-----					
Tabular value			Calculated value		
$\chi^2_{6, .05} = 12.592$			$\chi^2 = 17.176$		
$\chi^2_{6, .01} = 16.812$					

Number of superintendent's roles in negotiation categorized by geographic location (distance from city of 75,000 population)

There was a significant difference in the number of roles administrators played according to the district's distance from a metropolitan area. See Table 44.

Table 44. Number of superintendent's roles in negotiation categorized by geographic location (distance from city of 75,000 population).

More than one role	0-29	30-59	60-89	90-above	Total
Yes	14	17	18	31	80
No	<u>7</u>	<u>21</u>	<u>13</u>	<u>29</u>	<u>70</u>
Total	21	38	31	60	150
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Tabular value			Calculated value		
$\chi^2_{3, .05} = 7.815$			$\chi^2 = 10.7329$		



## CHAPTER V. DISCUSSION

This chapter presents an analysis of the findings of the investigation, contains several conclusions that fall within the basic limits of the study, and includes several recommendations in regard to future possible research. As is the case with any survey instrument, there are multiple ways in which to analyze and evaluate the data. This portion of the study discusses several points that have been of concern to the writer as the study progressed.

## Characteristics of Superintendents

The first section of the survey instrument was designed to yield background information concerning the superintendent who took part in the study. The section contained 10 basic questions encompassing seven general areas. Types of information found in the questions were age, experience, school district, type, size, training, etc.

Age

Iowa's mean age of the administrators polled was highest (48.88 years) but was closely followed by Minnesota (48.34 years). Nebraska was found to have the youngest superintendents with a mean age (44.48 years). The survey age range of the 150 superintendents was found to be from 30 to 66 years. The modal age was 46 years with a frequency count of 11. Although the

superintendent's age was not found to be a significant factor in determining his basic role in negotiation, the study revealed the following points. Younger superintendents tend to serve as advisors to the board of education. A large number of superintendents (especially older ones) use a committee or council to negotiate for them. A possible explanation for using a committee or council could be to prevent undue criticism. By using the committee approach, it would be more difficult to single out an individual for fault; thus, possibly eliminating undue criticism. This may be one reason older superintendents, rather than younger ones, tend to use a committee or council in negotiation (experience gained from past negotiation). As to future roles, younger superintendents indicated their desire to serve as an advisor to the board; whereas, the older educators would rather serve as advisor to both the teachers and the board of education.

### Experience

The average number of years of experience as superintendent was found to be 11.83 years. They also showed an average of 7.55 years in the present school system and 5.63 years in the present position. The years of experience range, as a superintendent, was from zero to 46 years. The study was unable to show that the number of years of experience (as a superintendent) was a factor in determining his role in

collective negotiation; however, the more experience a superintendent had in the system, the more likely that he would be to assume a role as advisor to the board.

#### Size of district

Omaha (permission was obtained from the superintendent for disclosure) was randomly selected as one of the Nebraska school districts. This accounts for the large mean of Nebraska's school district size of 2,493 pupils (median - 595 pupils). Iowa's mean was 2,111 pupils (median - 915 pupils). Minnesota had a considerably smaller average of 1,393 pupils (median - 728 pupils). The mean in Minnesota was small because none of the larger school districts were selected in the sample. The study of district size found the range varied from 250 pupils to 60,000 pupils with the mean being 2,006 (median - 726 pupils). The study was unable to show that the size of the school district was a significant factor in classifying superintendent's roles in negotiation. However, size did appear to have some influence - the larger the school district, the more likely that the superintendent would serve as an advisor to the board, use a council or committee to negotiate, and attend all negotiation sessions.

#### Education

In the study, 12.00 per cent of the superintendents were found to have a Doctor of Philosophy or a Doctor of Education

degree. In comparing the three states, Nebraska was found to have as many superintendents with a Doctor of Philosophy or a Doctor of Education degree as the combined total of both Iowa and Minnesota. Nebraska's administrators were also found to be younger and to have earned more recent degrees. One reason for these differences between states could be due to the leadership role of the University of Nebraska in the field of school administration. In the midwest, the University of Nebraska has been a leading university in developing school administrators. The University of Nebraska has a program of study leading to a Doctor of Education Degree with emphasis in school administration, which in all likelihood, has contributed to this statistic. Even though education was not found to be a significant factor in determining the superintendent's role in negotiation, some interesting observations were noted.

Superintendents with a Doctor of Philosophy or a Doctor of Education degree will more likely assume the role of an advisor to both teachers and the board. They will also tend to use a council or committee to negotiate.

Superintendents with a masters degree had a tendency to assume the role as an advisor to the board of education and handle the day to day negotiation.

The more recent the education obtained by the superintendent, the more likely he will be to serve as an advisor to the board of education, use a council or committee to negotiate,

and handle the day to day negotiation.

### Negotiation

A majority (61.67 per cent) of the administrators sampled had taken a negotiation course. Those superintendents who now negotiate for the board had an average of six years' experience in this area. At present, this group represented only 26.67 per cent of the total; however, in the past, this percentage was as high as 48.67 per cent. A possible problem did exist; Iowa superintendents reported a higher per cent in answer to this question than either the superintendents from the state of Minnesota or from Nebraska. The question using the term negotiation did not define the term negotiation. Therefore, this created some doubt in the researcher's mind as to whether or not all superintendents interpreted this question in the light it was intended. Superintendents in Iowa who work with teacher proposals, etc. might consider this action as negotiation, whereas, superintendents from Minnesota and Nebraska would consider only the actual confrontation of the two groups, teachers and board of education, as required in Nebraska and Minnesota as negotiation.

### Professional organizations

Of the 150 educators, only five did not belong to any professional educational organizations.

School district classification

Using the criteria set forth on the questionnaire, the researcher found from the sample that Minnesota had 34 districts classified as rural compared to 28 for Iowa and 27 for Nebraska. The researcher chose the sample population based upon the specific recommendation from his committee not to consider either the enrollment size of the school district nor its location within the state. Although Minnesota had more rural districts in number than either Iowa or Nebraska, the overall average of the three states was 63 per cent rural. In analyzing the median district enrollment size in regard to the three states (Iowa - 730 pupils, Minnesota - 719 pupils and Nebraska - 516 pupils) it can be reasonably stated that the sample is representative of the population in regard to school district classification. It can be contended that approximately 60.00 per cent or better of the school districts in Iowa, Minnesota and Nebraska were rural or would be classified as rural. Therefore, one can conclude that the sample was not biased and that it was representative of the population in regard to sociological characteristic and enrollment size. The school district classification was not found to be a significant factor in categorizing the superintendent's role in negotiation; however, some interesting observations were made.

The closer the school district was located to a large city (or 75,000 people or more), the more likely that the superintendent would be to assume a role as advisor to both teachers and the board of education and to attend all negotiation sessions. The further the district was located from a large city, the greater the likelihood he would assume the role of an advisor to the board, handle day to day negotiation, and use a council or committee to negotiate.

### Negotiation Role

The interpretations of the administrators' feelings toward their role in negotiation were summarized below.

#### Dual role of negotiation

The survey showed 60.00 per cent of the educators in the sample felt their role was to advise both the board and teachers, and only 34.67 per cent sampled felt they should advise only the board. The survey data indicated that 54.67 per cent of the superintendents sampled assumed more than one role in collective negotiation.

Primarily, superintendents will play one of two roles, either "advisor to the board" or "advisor to both the teachers and board". When comparing the three states, Iowa superintendents' choice overwhelmingly was "advisor to both", Nebraska was 3 to 2 in favor of advisor to both, and Minnesota was 3 to 2 in favor of advisor to the board.

In analyzing the different legislation found in each state in conjunction with the various negotiating roles, it was evident there was some relationship. Three separate categories and perhaps, a fourth were postulated. Arranging these categories in sequence, Iowa would be at category I (superintendents serving both the teachers and the board), Nebraska would be at category II (superintendents divided in serving both the teachers and the board, and the board only), and Minnesota would be at category III (superintendents serving only the board). A possible fourth category would be that the superintendents do not serve either the board or the teachers, but assumes one of two roles - "a resource person" or "a non-participant". Another possibility for this last category might be that negotiations are handled at the state level.

#### Influencing factors

The majority of the administrators sampled chose "attitude of the board" (71.33 per cent) and "past experience" (60.00 per cent) as the prime influences in determining their role in the negotiation process. Age was the least mentioned influencing factor (11.33 per cent). The size of the district seemed to have some influence on the role (42.00 per cent); whereas, few administrators chose state legislation as having much influence (20.73 per cent). The review of literature revealed that the states of Iowa, Minnesota and Nebraska have different laws concerning negotiation. A possible reason for



this rather small percentage might be that legislation affects only the boards of education which, in turn, would have a definite effect upon the negotiation roles of the administrators.

Two major influences which caused a multiple role in the negotiation practices, as listed by the superintendents, were "seeing both sides" (86.58 per cent) and "experience as a superintendent" (79.25 per cent).

The board of education did have an influence on the negotiating roles superintendents play. A determining force occurred when and if a policy concerning this role in the negotiation process was formulated and adopted. By formulating and adopting policy, the board helped in determining the role of the superintendent. The data compiled in this study indicated this was generally what was happening in the state of Minnesota. However, the school boards in Iowa and Nebraska were not at this stage, primarily due to the state's statutes.

#### Preparation for negotiation role

Educators listed "attending professional meeting" (88.00 per cent) as the most beneficial in preparing for their negotiation role. Only 11.33 per cent listed "attending college" as helpful. While it appears that university course work may not provide sufficient training for the necessary preparation in negotiation, the attitude of the educators once they had their degrees could have some effect on this statistic.

Very possibly, the superintendent after receiving his degree did not feel the need nor the inclination to return to college.

#### Attendance at negotiation session

Although the majority of superintendents (79.34 per cent) attended all negotiation sessions, a number of superintendents (13) attended few or no sessions at all. Current research and literature pointed out the fact that superintendents do play a vital role in the negotiation process; however, there were authors for and against his physical presence during the actual negotiation sessions. Therefore, it was questionable whether or not the superintendent should be physically present at negotiation sessions. Faced with this variance of opinion, it was easy to understand that the superintendent's role in collective negotiation between teachers and the board of education was a difficult one.

#### Day to day negotiation

The study revealed that 42.67 per cent of the superintendents handled the day to day negotiations; whereas, 25.33 per cent seldom or never handled them.

#### Professional negotiation

Concerning the 17 educators who listed that they did not handle negotiation, only four indicated that they used a professional negotiator. This was contrary to what was found

in the review of literature where the concensus favored an outside negotiator when the administrator does not handle the negotiation.

#### Committee or council negotiation

A majority (66.67 per cent) of the superintendents used some form of a council or committee to negotiate for them. The relationship of the superintendent to the committee was largely one of an advisor. Only seven acted as a leader or in a leadership role to the committee or council.

#### Agent or lawyer negotiator

Current literature and research indicated that many schools did not have a professional staff capable of handling negotiation. Should future negotiation be conducted by individual school districts, there will be an increased requirement for trained negotiators to handle the many problems arising from negotiation. Current feeling is that boards will eventually train their own personnel or hire an outside agent or lawyer to do the negotiating for them. Data from the study showed nine school districts used an outsider to do the negotiating. It is important to note this might be a future trend for other school districts. Basically, the role of the superintendent was that of an advisor to the agent or lawyer.

Limits on negotiations

Twenty three and one third per cent of the superintendents sampled had no limits placed on them in their authority to negotiate provisions; whereas, 38.00 per cent had no power to negotiate any of the provisions. Results from this question created some doubt as to whether or not a superintendent can or should play a role which does not associate him with either the board or the teacher organization. Should he actively participate in the negotiation favoring neither side, but giving both the benefit of his knowledge, experience and educational statesmanship? It appears as though there is little to be gained by being an in-between person in the negotiation process. Any person playing this role in a bargaining relationship potentially hurts his image; and the superintendent, if he tries to assume this role may have difficulty with both groups. In a situation of this type, the superintendent has no power and no authority. How can he be effective? How can he be influential? How can he be responsive, when the power and authority to say "yes" or "no" rests with the two bargaining groups? The superintendent should realize that in such a position both groups may not trust or have confidence in him. Teachers will look on him as a board tool and the board will look on him as a teacher tool, willing to do anything the teacher group asks. If the superintendent plays a role of this type in negotiation, there

is always the danger of the teachers by-passing him in other administrative areas and wanting to deal directly with the board. Board members do not have the time nor the training to handle these problems. Therefore, the superintendent can only be an effective and influential leader as long as he asserts his leadership as the chief administrator. He can not serve two masters and expect to stay in command. He must be the administrative leader of the district and one who carries out board policy. The board needs a strong leader, not a catalyst.

As administrators gain experience in negotiation with teachers, many of the problems that occurred in the initial negotiation phases will disappear. Negotiation can improve or hinder education depending upon the good faith and understanding of the parties involved. Negotiation in the past has sometimes been used to protect vested interests or to maintain inefficient operations. Should future negotiation create areas of freedom and experimentation, then it can be a positive force for good.

#### Negotiation process

Superintendents sampled were found to be involved in the many aspects of negotiation from developing teacher's proposals (6.67 per cent) to gathering information (93.33 per cent) for the board. It was not unusual to find superintendents developing teachers' proposals. In the past, many administrators developed all proposals for the teachers and presented them to

the board. However, in recent years, teachers have undertaken this task for themselves. Therefore, it was not surprising at the present time to find a few superintendents continuing this practice.

### Future roles

Theoretically, superintendents do not want to be forced into a role where they are unable to supervise the educational staff efficiently and effectively. In a situation of this type, it is the children who usually suffer the most. The study revealed for the state of Minnesota, the superintendents' growing dissatisfaction concerning their role. Because of dissatisfaction, many superintendents in all the states were trying to find a solution; whereby, they would be able to fulfill their responsibility to the board, motivate the teachers, and meet the needs of the students. One might conclude that superintendents would engage in activities to bring about change if the change would be both desirable and acceptable.

Anticipating the role of the superintendent in the future some interesting trends were found.

- (a) Superintendents who were negotiating for the board believed their role in the future would be one where they would continue to negotiate but as a neutral or non-participant.

- (b) Superintendents who were advisors to both the teachers and the board of education felt their future role would be an advisor to the board of education, with a few believing their role would be either a neutral or non-participant.
- (c) Superintendents who were non-participant or neutral believed their future role would be an advisor to the board of education.
- (d) Many superintendents from Minnesota (the state with the strongest negotiation law) felt that future negotiations between the teachers and the boards of education would not be done at the local level, but rather at a higher level - either area or state.

#### Limitation

The study was limited to the extent that the term "negotiation" was not defined. Superintendents in Iowa who worked with teacher proposals, etc. might consider this participation as negotiation; whereas, superintendents from Minnesota and Nebraska might consider only the actual confrontation of the two groups (teachers and board of education as required in Nebraska and Minnesota) as negotiation.

## Conclusions

The study showed that state legislation did have some effect upon the role of the superintendent in teacher negotiations.

The study did not show that the age, years of experience, size of district, location etc. have a significant effect upon the role of the superintendent in teacher negotiations.

The role of "advisor to both the teacher and the board of education" received major support for the present; however, as a future role, less support was given.

The role of "advisor to the board of education only" was given only minor support for the present; however, as a future role, it received major support.

The possible roles of "non-participant", or "neutral", or "resource person" received very little support for the present. However, as a future role, the support increased. The gain came from superintendents who were presently serving in the role "advisor to the board of education only".

The role of "advisor to the teacher only" was almost totally rejected, both as a present role or a future role.

The study was unable to identify a "best" or the "correct" role for superintendents to assume in the negotiations process.

From the evidence gathered in this study, there is a definite possibility the role of the superintendent in teacher negotiation will either become "advisor to the board of



education only" or "advisor to both the teachers and the board of education". It is also possible the role of "non-participant, neutral" or "resource person" will become more common.

The study did indicate that the role of the superintendent in teacher negotiation had been influenced by the local board of education. It is reasonable to assume this influence will become more prevalent in the future.

In view of the fact that the majority of superintendents in this study attended all negotiation sessions, it is not likely a superintendent will remove himself physically from such sessions in the future, irrespective of his role in the negotiation process.

For the future, it is reasonable to assume that the superintendent will have the major responsibility for supervising the board's portion of the negotiation between teachers and the board of education.

From the comments made by superintendents, there was evidence they (especially the ones in Minnesota) believe that negotiation in the future will not be handled at the local level, but rather at the area or state level.

#### Recommendations

In view of the conclusions presented in this study, the following recommendations are proposed:

General

1. Local boards of education should adopt written policies which would help clarify the role, responsibilities, and functions of the public school superintendent in the teacher negotiation process.
2. Institutions of higher learning in Iowa, Minnesota and Nebraska (and across the nation) should review their course offerings to see if they are meeting the present needs of superintendents in teacher negotiation. In addition, annual workshops should be conducted which will bring together the superintendents in a common effort to clarify the superintendent's role in teacher negotiation.
3. Continued effort should be made by professional organizations in education to help provide in-service programs which will acquaint both the public school superintendent and the individual teacher organizations with techniques and procedures employed in successful teacher negotiation.

Recommended additional research

A study of the curricula of institutions of higher education should be undertaken to determine if they are meeting the current needs of potential and active educational administrators, especially in the area of teacher negotiation.

## CHAPTER VI. SUMMARY

The investigation was conducted in order to determine and analyze the roles in collective negotiation practiced by superintendents in Iowa, Minnesota and Nebraska. The major thrust of this study was to determine what effect, if any, state legislation has upon these roles. Characteristics of the superintendent and the school district were analyzed to see if they had any effect upon these roles. An objective of the survey was the reporting of pertinent information related to negotiation practices.

Fifty superintendents were randomly selected from each state. All 150 superintendents of the sample responded to the questionnaire.

The survey instrument was designed to gather information which was pertinent to the roles superintendents play in negotiation with respect to the characteristics of the superintendents (age, education, experiences, etc.) and school districts (size, location, etc.). Other data, supportive in character, were also collected. The mailed questionnaire method of descriptive research was chosen as the best feasible technique to gather the necessary information.

The random sample of fifty school districts maintaining a public high school for 1970-71 from each state was selected from lists of public school districts in these three states.

The data were statistically treated using frequency counts, percentages, and the statistical technique of chi square on the response items of the questionnaire.

### Hypotheses

The survey instrument was designed to collect data for testing ten hypotheses. Two of the hypotheses were considered major and eight were considered minor. The data compiled were sufficient and complete to perform a satisfactory statistical analysis of all ten hypotheses. The results were as follows:

#### Characteristics of the superintendent

##### Major hypothesis

- A-1 There is no significant difference between the roles that superintendents play in collective negotiations when they are categorized on the basis of the collective negotiation laws of the states.

In comparing the responses of the individual superintendents from Iowa, Minnesota, and Nebraska, there was little agreement between states as to the role the superintendents played in collective negotiation. The chi square value was computed for this hypothesis and found to be highly significant; thus the hypothesis was rejected.

##### Minor hypotheses

- A-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of age.

A chi square value was computed and not found to be significant; thus, this hypothesis was not rejected.

- A-2 There is no significant difference between the roles that superintendents play in collective negotiations when they are categorized on the basis of the number of years experience by the superintendent in the present system.

Although there were some differences between groups when comparing the roles of the superintendents categorized by the number of years of experience in the present system, chi square value was not found to be significant; thus, this hypothesis was not rejected.

- A-3 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the number of years of educational experience of the superintendent.

The roles of the superintendents were categorized by the number of years of educational experience of the superintendents, chi square value was computed and not found to be significant; thus, this hypothesis was not rejected.

- A-4 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis when the formal education was acquired by the superintendent.

The roles of the superintendents were categorized by the date their formal education was acquired, a chi square value was computed and not found to be significant; thus, this hypothesis was not rejected.

- A-5 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the present educational level of the superintendent.

There was a slight difference between the roles superintendents play categorized by their present educational level; chi square value was computed and not found to be significant; thus, this hypothesis was not rejected.

### Characteristics of the school district

#### Major hypothesis

- B-1 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of geographic location within the state.

There was some difference when comparing the roles of superintendents categorized by their geographic location within the state, chi square value was computed and not found to be significant; thus, the hypothesis was not rejected.

#### Minor hypotheses

- B-1 There is no significant difference between the roles that superintendents play in collective negotiations when they are categorized on the basis of the enrollment size of the school district within the state.

There was some difference when comparing the roles of superintendents when categorized by the size enrollment of the school district, but when a chi square value was computed it was not found to be significant; thus, this hypothesis was not rejected.

- B-2 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the sociological characteristic of the school district within the state.

There was little or no difference when comparing the roles of superintendents categorized by the sociological characteristic of the district. The chi square value was computed and not found to be significant; thus, the hypothesis was not rejected.

- B-3 There is no significant difference between the roles that superintendents play in collective negotiation when they are categorized on the basis of the place of residence of a pre-dominance of the district's population within the state.

When comparing the roles of superintendents categorized by place of residence of a predominance of the district population, there was only a slight difference, a chi square value was computed and not found to be significant; thus, this hypothesis was not rejected.

#### Other significant differences

Other differences found to be significant, but not stated as hypotheses were:

1. The study revealed a significant difference between the roles superintendents play in day to day negotiation when they were categorized on the basis of sociological characteristic of the district.

2. A highly significant difference was found between the number of roles undertaken by the superintendent in negotiation when categorized by the sociological characteristic of the school district.
3. A highly significant difference was found in the day to day negotiation a superintendent undertook when categorized on the distance of the school district to a city of 75,000 or more people.
4. There was a significant difference in the number of roles undertaken by the superintendent in negotiation when categorized in the distance of the school district to a city of 75,000 or more people.

#### Observations

The results of the study indicated that there was a highly significant difference in the roles in collective negotiation played by superintendents when the superintendents were categorized according to the collective negotiation statutes under which they operate. However, the study was not able to show that the age, years of experience, size of district, location, etc. had a significant effect upon the role of the superintendents in collective negotiation between the teachers and the board of education.



The study was able to show that the sociological characteristic of the school district and distances (miles a school district was located from a city of 75,000 people) were significant variables upon which to categorize the superintendents' role in handling day to day negotiation. The sociological characteristic of the district and distances (miles a school district was located from a city of 75,000 people) were highly significant variables upon which to categorize the number of roles undertaken by the superintendent in collective negotiation.

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A value cannot be placed upon the services, encouragement, and understanding of the author's wife, Shirley Ann, who has spent countless lonely hours. Her understanding, support and encouragement throughout the writer's entire graduate program at Drake University and Iowa State University of Science and Technology have been deeply appreciated. I wish to thank her especially.

APPENDIX A

April 23, 1971

Mr. Cecil E. Stanley  
Commission of Education  
State Department of Education  
Lincoln, Nebraska 68509

Dear Mr. Stanley:

I am presently engaged in a research project which is designed to identify the role of the superintendent in collective negotiations between teacher organizations and school boards.

The study encompasses a three state area of Iowa, Minnesota and Nebraska. I hope to select 45 schools from each state, therefore, I am in need of your assistance. What I would like to have is a list of every public school district in your state, the present superintendent of schools, the size of the school district and the address of the school.

Should you have this information available, I would like to have it as soon as possible? My reason for this is any delay in obtaining this information means a delay in sending out the questionnaires.

I am hoping to hear from you soon and should there be any expense, bill me personally.

Sincerely yours,

Kenneth M. Mallas  
Superintendent

KMM:jch

April 23, 1971

Mr. Howard Casmey  
Commissioner of Education  
State Department of Education  
St. Paul, Minnesota 55101

Dear Mr. Casmey:

I am presently engaged in a research project which is designed to identify the role of the superintendent in collective negotiations between teacher organizations and school boards.

The study encompasses a three state area of Iowa, Minnesota and Nebraska. I hope to select 45 schools from each state, therefore, I am in need of your assistance. What I would like to have is a list of every public school district in your state, the present superintendent of schools, the size of the school district and the address of the school.

Should you have this information available, I would like to have it as soon as possible? My reason for this is any delay in obtaining this information means a delay in sending out the questionnaires.

I am hoping to hear from you soon and should there be any expense, bill me personally.

Sincerely yours,

Kenneth M. Mallas  
Superintendent

KMM:jch

April 23, 1971

Mr. Paul Johnston  
State Department of Public Instruction  
Grimes State Office Building  
Des Moines, Iowa 50319

Dear Mr. Johnston:

I am presently engaged in a research project which is designed to identify the role of the superintendent in collective negotiations between teacher organizations and school boards.

The study encompasses a three state area of Iowa, Minnesota and Nebraska. I hope to select 45 schools from each state, therefore, I am in need of your assistance. What I would like to have is a list of every public school district in your state, the present superintendent of schools, the size of the school district and the address of the school.

Should you have this information available, I would like to have it as soon as possible? My reason for this is any delay in obtaining this information means a delay in sending out the questionnaires.

I am hoping to hear from you soon and should there be any expense, I will be personally.

Sincerely yours,

Kenneth M. Mallas  
Superintendent

KMM:jch

APPENDIX B

30 June 1971

Kenneth M. Mallas  
Box 124  
Minburn, Iowa

Dear Sir:

I am presently engaged in a research project which is designed to identify the role of the superintendent in collective negotiations between teacher organizations and school boards.

The study encompasses the three state area of Iowa, Minnesota, and Nebraska. Fifty superintendent's from each state will be asked to respond to the questionnaire.

Will you share with us your experience as a superintendent? There are eighteen questions for you to answer. Space is provided to the right of each question for marking with an "X" or a "/". Please feel free to clarify your answers in the space provided.

I can assure you that the information you provide on the attached questionnaire will be kept strictly confidential and you will not be identified in any manner in this study or publications that may emanate from the study. Information will be taken from the questionnaires and transferred to data processing cards.

Please allow me to thank you in advance for your help in this survey of a very important and timely aspect of our profession.

Sincerely,

Kenneth M. Mallas

P.S. We hope to have a 100% return and you can make this possible.

K.M.M.



# THE ROLE OF SUPERINTENDENT IN TEACHER NEGOTIATIONS

This instrument has been designed for your convenience in responding. You will find it requires only a few minutes to complete the questions and mail it in the enclosed stamped envelope. Please complete this instrument and return it as soon as possible. Your help in this important study is vital toward the completion of this study.

## SECTION I BACKGROUND INFORMATION

1. Present age \_\_\_\_\_
2. (A) Number of years experience in the field of education
  - (a) As a teacher \_\_\_\_\_
  - (b) As a principal \_\_\_\_\_
  - (c) As a supervisor \_\_\_\_\_
  - (d) Number of years in present system \_\_\_\_\_
  - (e) Number of years in present position \_\_\_\_\_
  - (f) As a superintendent \_\_\_\_\_
  - (g) Other (list) \_\_\_\_\_
  - (h) Combined total years \_\_\_\_\_
- (B) Number of years of experience in other fields other than education. Please list.
  - (a) \_\_\_\_\_
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_
3. Total school district enrollment as of October 1, 1970  
\_\_\_\_\_
4. Number of certificated employees in your district \_\_\_\_\_
5. Your educational training
  - (a) Bachelors \_\_\_\_\_ Year acquired \_\_\_\_\_ University \_\_\_\_\_
  - (b) B.A.+50 \_\_\_\_\_ Year acquired \_\_\_\_\_ University \_\_\_\_\_
  - (c) Masters \_\_\_\_\_ Year acquired \_\_\_\_\_ University \_\_\_\_\_
  - (d) Specialists \_\_\_\_\_ Year acquired \_\_\_\_\_ University \_\_\_\_\_
  - (e) Doctorate \_\_\_\_\_ Year acquired \_\_\_\_\_ University \_\_\_\_\_
  - (f) Date of most recent education course completed: \_\_\_\_\_
  - (g) Have you ever had an education course at the college level in collective negotiation in the public sector?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- A work shop? Yes \_\_\_\_\_ No \_\_\_\_\_
- TOWN: population center above 2,500 but below 10,000
- RURAL: no population center larger than 2,500
- CITY: population center 10,000 or larger
- SUBURBAN: population 5,000 or larger within 10 miles of metropolitan center 100,000 or larger
6. Type of district: City \_\_\_\_\_ Suburban \_\_\_\_\_ Town \_\_\_\_\_ Rural \_\_\_\_\_
7. Predominance (50% or better) of district population:  
City \_\_\_\_\_ Suburban \_\_\_\_\_ Town \_\_\_\_\_ Rural \_\_\_\_\_
8. Distance to nearest city over (75,000) people \_\_\_\_\_  
Name of City \_\_\_\_\_

9. Do you belong to professional educational organizations?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Please indicate the ones to which you belong \_\_\_\_\_
10. Do you, yourself, do the negotiating in your school?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
Have you, yourself, negotiated in the past? Yes \_\_\_\_\_ No \_\_\_\_\_  
How many years have you negotiated? \_\_\_\_\_

## SECTION II

1. Basically, what role, as superintendent, do you play in negotiations between teachers and the board of education in your school district? (select one)  
(Use this space for clarification) \_\_\_\_\_
- (a) Advisor to teachers only \_\_\_\_\_  
(b) Advisor to board only \_\_\_\_\_  
(c) Advisor to both \_\_\_\_\_  
(d) Neutral resource person \_\_\_\_\_ (does not give advice to either group)  
(e) Non-participant  
(f) Other (list) \_\_\_\_\_
2. (A) In your answer to #1 which of the following characteristics influenced you most to assume the role you assumed in negotiations between teachers and the board of education? (select one or more)  
  
(Use this space for clarification) \_\_\_\_\_  
\_\_\_\_\_
- (a) Your age \_\_\_\_\_  
(b) Your past experience \_\_\_\_\_  
(c) The number of years in this district \_\_\_\_\_  
(d) Your educational training \_\_\_\_\_  
(e) Recent negotiations courses \_\_\_\_\_  
(f) Tradition of the district \_\_\_\_\_  
(g) Attitude or position of the board \_\_\_\_\_  
(h) Other-list \_\_\_\_\_
- (B) Using only the ones you selected in 2(A), please rank with 1 being first choice, 2 being second choice, 3 being third choice, etc.  
  
(Use this space for clarification) \_\_\_\_\_  
\_\_\_\_\_
- (a) Your age \_\_\_\_\_  
(b) Your past experience \_\_\_\_\_  
(c) The number of years in this district \_\_\_\_\_  
(d) Your educational training \_\_\_\_\_  
(e) Recent negotiation courses \_\_\_\_\_  
(f) Tradition of the district \_\_\_\_\_  
(g) Attitude or position of the board \_\_\_\_\_  
(h) Other (list) \_\_\_\_\_
- RANK

3. (A) In your answer to #1, which of the following factors influenced you most to assume the role you assumed in negotiation between teachers and the board of education? (select one or more)  
(Use this space for clarification) \_\_\_\_\_
- (a) Geographic location of district \_\_\_\_\_  
(b) Size of district \_\_\_\_\_  
(c) Basic make up of district (rural, urban, etc.) \_\_\_\_\_  
(d) Other (list) \_\_\_\_\_
4. Do you ever assume more than one role in the negotiation process?  
(a) Yes \_\_\_\_\_  
(b) No \_\_\_\_\_
5. (A) If your answer to #4 is YES, which of the following factors influenced you most to assume more than one role in the negotiation process? (Select one or more)  
(Use this space for clarification) \_\_\_\_\_
- (B) Using only the ones you selected in 5(A), please rank with 1 being first choice, 2 being second choice, 3 being third choice, etc.  
(Use this space for clarification) \_\_\_\_\_
- (a) Experience as a teacher \_\_\_\_\_  
(b) Professional attitude \_\_\_\_\_  
(c) Experience as a supt. \_\_\_\_\_  
(d) Seeing both sides \_\_\_\_\_  
(e) Board policy \_\_\_\_\_  
(f) State legislation \_\_\_\_\_  
(g) Other (list) \_\_\_\_\_
- (a) Experience as a teacher \_\_\_\_\_  
(b) Professional attitude \_\_\_\_\_  
(c) Experience as a supt. \_\_\_\_\_  
(d) Seeing both sides \_\_\_\_\_  
(e) Board policy \_\_\_\_\_  
(f) State legislation \_\_\_\_\_  
(g) Other (list) \_\_\_\_\_
6. What have you done to prepare yourself for the role you are playing in the negotiation process in your school district: (select one or more)  
(Use this space for clarification) \_\_\_\_\_
- (a) Attended professional meetings \_\_\_\_\_  
(b) informal discussions \_\_\_\_\_  
(c) Professional literature \_\_\_\_\_  
(d) Work shops \_\_\_\_\_  
(e) College courses \_\_\_\_\_  
(f) Other (list) \_\_\_\_\_

7. Do you attend negotiation sessions between the teachers and the board of education regardless of your role in the negotiations process? (Select one)  
(Use this space for clarification) \_\_\_\_\_
- (a) Attend all sessions \_\_\_\_\_  
(b) Attend most sessions \_\_\_\_\_  
(c) Attend some sessions \_\_\_\_\_  
(d) Attend few sessions \_\_\_\_\_  
(e) Attend no sessions \_\_\_\_\_

8. Do you handle the day to day, across the table, negotiations which occur between the teachers and the board of education? (Select one)  
(Use this space for clarification) \_\_\_\_\_
- (a) Always \_\_\_\_\_  
(b) Often \_\_\_\_\_  
(c) Seldom \_\_\_\_\_  
(d) Never \_\_\_\_\_

If your answer to question #8 is never, answer question #9.  
Any other answer, proceed to question #10.

9. If you do not handle day to day, across the table negotiations, who does? (Select one)  
(Use this space for clarification) \_\_\_\_\_
- (a) Asst. supt. \_\_\_\_\_  
(b) Business manager \_\_\_\_\_  
(c) Board attorney \_\_\_\_\_  
(d) Professional negotiator \_\_\_\_\_  
(e) Other \_\_\_\_\_
10. Do you have a council or committee that negotiates for your school district? (Use this space for clarification) \_\_\_\_\_
- (a) Yes \_\_\_\_\_  
(b) No \_\_\_\_\_
11. If your answer to #10 is Yes, what is your role with this council or committee? (Select one)  
(Use this space for clarification) \_\_\_\_\_
- (a) Leader \_\_\_\_\_  
(b) Advisor only \_\_\_\_\_  
(c) Voting member \_\_\_\_\_  
(d) Non-participant \_\_\_\_\_  
(e) Other (list) \_\_\_\_\_
12. Do you have an agent or lawyer that negotiates for the administration or the board in your school district? (Use this space for clarification) \_\_\_\_\_
- (a) Yes \_\_\_\_\_  
(b) No \_\_\_\_\_

13. If your answer to #12 is Yes, what is your role with this agent or lawyer? (Select one)  
(Use this space for clarification \_\_\_\_\_)
- (a) Leader \_\_\_\_\_  
(b) Advisor only \_\_\_\_\_  
(c) Non-participant \_\_\_\_\_  
(d) Other (list) \_\_\_\_\_
14. As you participate in negotiations, what is your understanding as to the limits of your authority to negotiate? (Select one or more answers)  
(Use this space for clarification \_\_\_\_\_)
- (a) Authority to negotiate any or all provisions \_\_\_\_\_  
(b) Authority to negotiate salary provisions only \_\_\_\_\_  
(c) Authority to negotiate only fringe items not involving budgetary outlays \_\_\_\_\_  
(d) No negotiating power \_\_\_\_\_  
(e) Not applicable \_\_\_\_\_
15. Apart from any bargaining table function, to what extent are you involved in other aspects of collective negotiations?  
Check all applicable statements.
- (a) Information gathering for teachers \_\_\_\_\_  
(b) Information gathering for the board of education \_\_\_\_\_  
(c) Developing teacher proposals \_\_\_\_\_  
(d) Developing board of education proposals \_\_\_\_\_  
(e) Analyzing teacher proposals for the board \_\_\_\_\_  
(f) Administration of the negotiation contract \_\_\_\_\_  
(g) Communicating the faculty's sentiments to the board \_\_\_\_\_  
(h) Communicating the board's point of view to the teachers \_\_\_\_\_  
(i) Releasing public statements \_\_\_\_\_
16. What do you anticipate the role of the supt. will become in regard to negotiation in the future? (Select one)  
(Use this space for clarification \_\_\_\_\_)
- (a) Advisor to teachers only \_\_\_\_\_  
(b) Advisor to board \_\_\_\_\_  
(c) Advisor to both \_\_\_\_\_  
(d) Non-participant \_\_\_\_\_  
(e) Resource person \_\_\_\_\_  
(f) Others \_\_\_\_\_
17. What is your opinion toward negotiation? Please express:
18. Comments about the questionnaire or the role of superintendents in teacher negotiations:

July 15, 1971

Kenneth M. Mallas  
Box 124  
Minburn, Iowa

Dear Sir:

On June 30, I forwarded a questionnaire to you which dealt with the role of the superintendent in collective negotiations. I realize that the above date was not the best time to submit questionnaires to school people, since that time is one of the busiest times. Now that most urgent school matters are taken care of, I am renewing my request for your participation in the study.

As I mentioned earlier, the purpose of this study is an attempt to further identify, define and clarify the role of the public school superintendent in teacher negotiations as it is actually done by the superintendents in Iowa, Minnesota and Nebraska. Fifty superintendents from each state have been asked to respond to the questionnaire.

Won't you please share with us your experience as a superintendent? There are eighteen questions for you to answer. Space is provided to the right of each question for marking with an "X" or a "✓". Please feel free to clarify your answers in the space provided.

I can assure you that the information you provide on the attached questionnaire will be kept strictly confidential and you will not be identified in any manner in this study or publications that may emanate from the study. Information will be taken from the questionnaires and transferred to data processing cards.

Please allow me to thank you in advance for your help in this survey of a very important and timely aspect of our profession. We hope to have a 100% return and you can make this possible.

Sincerely,

Kenneth M. Mallas

## APPENDIX C

Part I

Question 17: What is your opinion toward negotiations?  
Please express:

-----  
I believe negotiation should be for salary only.  
-----

Negotiation has quickly widened the gap between administration and faculty. It is difficult to be on opposite sides in the evening concerning salaries and then during the day work cooperatively for improvement of instruction.  
-----

I do not want to have a contract with the teacher dealing with negotiation.  
-----

It is very difficult, if not impossible, to reward individual effort.  
-----

It is unfortunate that the NEA & ISEA have forced the administrators out of an acceptable position in their organizations. If the prime purpose of the teaching profession was to educate children, then teachers & administrators should work together in a cooperative manner. The trend of NEA & ISEA seems to protect the poor little teachers from the big bad administrators. Why don't we all forget about our own selfish interests, & work together for a good educational program for the children?  
-----

Superintendents should not be the negotiator. In our case it should be the business manager with the sup't and board advising him. Negotiation is good but needs to be improved. The sup't can't function both as an educational leader and a negotiator.  
-----

Very important & necessary. There should be legislation to further define negotiation powers & responsibilities of all parties.  
-----

I have always consulted with the faculty on policy making, curriculum, etc.

The real problem is to discuss and come to a mutual agreement and not demand.

I feel that the press, in their news articles, have damaged relations between boards of education and teachers by using such terms as conflict, demands, revolts, strikes, militant, etc..

-----  
A great deal will depend on the type of law passed by the legislature. Due to the teachers surplus, public opinion & poor organization the teacher's position has weakened the past 2 years. Negotiation which is based upon mutual respect is good. If either side has too much power, it is bad for education.

-----  
I think the whole matter has been blown way out of proportion in regard to the small or middle sized schools. Teachers & board are not far apart in their estimate of what salaries should be. The main disagreement is to the automatic increases dictated by index schedule which does not recognize merit.

-----  
Not as it should be.

-----  
Not needed in small rural schools.

-----  
It should be on an individual basis for each staff member rather than the total staff.

-----  
Something we must do.

-----  
We have it; therefore, it is and can be very useful for both teachers and boards.

-----  
In our size school system the sup't will continue to take an active part in negotiation.



The less the better. I am out of step in thought and need with the young generation. I feel the I.S.E.A. should get out of this field of being labor unions. All thought is for the welfare of the teacher and not for the welfare of the child or his education. If the teachers want to act like labor union members, let them leave the teaching field and work for some employer that is under union rules. I think teaching is fast becoming non-professional and becoming a union thinker. The dollar wage is the dominate factor, it seems. To h--- with everything else except how much money I can get. More teachers need to pay property tax.

-----

The procedure we use now works very well. I hope it stays the way it is. We do not use a formal negotiating procedure.

-----

We have had no problems in our size school and community. I see no reason why negotiations can not work.

-----

Small schools seem to have little difficulty at the present time. If teachers become unionized, things will change even in the smaller schools.

-----

Inexperienced teachers are hurting themselves by trying to negotiate administrative decisions. Teachers and administrators should cooperatively helping each other instead of opposing each other.

-----

It is here to stay! We might as well plan to live with it! As I see it, very soon, the supt. must become an advisor to the board only!

-----

I do not believe that a formal negotiation law is necessary in the state of Iowa, however this could be because I have not been trained in this area, and I live in a rural area.

-----

It has been a healthy process here. If all teachers & boards can work together as they have here, negotiations would be an education for both parties.

-----

Necessary.

-----

Becoming more & more complex - In the future this may depend upon supply of available teachers.

-----  
 Needed but creates many problems.

-----  
 It is an adversary process which tends to undermine a cooperative involvement of all in providing direction for the district. It has a tendency to focus attention away from the goals of the school - students. Like any union, the ultimate efforts will be centered around gaining more power, earning more money and doing less!

-----  
 If properly used, it is a good thing.

-----  
 Sign of the times.

-----  
 I feel that negotiations, properly handled, can be good. However, if done improperly they can be a great detriment to a school system.

-----  
 Members of the board of education should not be on the negotiation team.

-----  
 This process will become more sophisticated in time.

-----  
 When there is a tangible, profit making product produced by the public school system than labor and management can begin collective bargaining for wages and fringe benefits. Where is the professionalism in collective bargaining?

-----  
 It gives the board and teachers an opportunity to express their views to each other concerning salaries and other personnel problems.

-----  
 Teachers often expect too much.

-----  
 The children are being forgotten.

I do not think it is the best method.

I feel for most school districts in Nebraska, it has been a waste of time. Past boards that I've been associated with, know what they can & will pay. Negotiations has only tended to split administration & teachers more.

I believe it is hurting education.

I feel that neither the board nor the teachers are well prepared for negotiations. Thus, a lot of hard feelings result. In my estimation, the majority of the negotiations I have seen, center around salary demands and fringe benefits - this is sad.

Good points - It was able to raise salaries and provide fringe benefits.

Bad points - It created teachers unions, caused court cases and strained relations between faculty and adm.

Unless the negotiation bill in Nebraska is drastically rewritten, the whole matter will be turned over to attorneys. Maybe, as an alternative, the impasse procedure will be completely bypassed and the court used exclusively.

Negotiation has caused more ill feeling between the school boards and teachers than anything else, since I have been teaching.

I think that formal negotiations is wrong because of one primary reason. It usurps the power of local government to make final decisions. Informal discussions between board and teaching committees are good, and I feel that the same points of argument can be won by teacher committees if their proposals are valid enough under this setting. The only true argument for formal collective bargaining is that the negotiating contract gives the teacher group 50% of the power to make decision. If the Boards were given 51% of final decision making authority, I would probably favor the entire process, but, as it stands now, I am against any group who seeks to nullify the elected powers of the local governing authorities.

I don't like it because it has become a wedge between the administration and staff, administration and board, and board and staff in the rural areas.

Stay away from formal negotiations as long as possible. This applies especially to smaller schools.

It has been too one-sided in favor of teachers until the last year or two. Board negotiators have attended workshops and have become much more proficient in the art of negotiating.

The more informal the better. I have seen formal negotiations go to court. This tends to split board, teachers and community.

The negotiations process is workable here to the extent that both sides are sincere in their proposals. It is impossible to have a workable situation if both sides have fixed positions and are unwilling to make concessions.

If it is handled professionally, I am for it. The teacher groups have become too militant, too fast.

Long overdue. It is the only way the teachers can get the consideration they deserve. However, it is important for teachers and administrators to learn the process and understand its limitations.

Negotiations are a constant source of trouble and while the sessions are going on, not too much education is being acquired by students.

I don't have a high regard for labor unions, and this is a form of labor union.

I think it is a good thing to do. It results in better understanding between board, teachers and the community.

I do not like negotiations, but believe we must have them. Negotiation has caused more conflict and deterioration in staff relationships and the ed. process than any other single factor in my opinion. To me, it is purely a labor problem and collective bargaining - is not as professional as teachers like to believe. It is a labor dispute - same tactics are used. It cannot just be a one way street.

I think there is no other way for worthwhile discussions to take place between boards and employees. The rules should be specific and carefully drawn.

I feel more can be gained by informal negotiations.

Best thing that has happened to education. It defines roles.

Negotiations should be unnecessary. If we are a profession, why should we have to negotiate our salaries? I like the "merit system of the 30's and 40's". Keep at same salary if average, raise \$X if doing commendable work, and dismiss if not performing.

They are very trying.

Necessary evil.

I feel the present Minnesota Law is about as good as they come and should be left as it is. I was on the MEA Legislative Committee that developed most of the provisions.

I assume that in the near future, negotiations will be on an area or state-wide basis.

It seems to be a fair method of reaching an agreement. It has taken a while to adapt to the process, however.

It has become a "game" in which each side attempts to score "points" and the real purpose of the educational function is forgotten - the instruction of children.

Hopefully, we will eventually develop some sophistication towards the process. In the meantime, the road will be rocky.

Area negotiations are in the immediate future.

It (negotiating) will become progressively more difficult as the role of the teacher becomes more trade union and less professionally oriented.

It would be nice to be able to advise both sides into the future.

A must which will eventually benefit education.

Both board and teachers listen too much to their professional organizations and hence do not understand what is happening.

It's definitely here to stay but I wish that the Minnesota Education Association, the Minnesota School Boards Ass'n and the state legislature would now let the local school districts alone a bit more and give them a chance to develop their own style of negotiations.

It's the law, isn't it?

There must be a better way.

Negotiations under Minn's 'meet and confer' law has helped to clarify the position of the teachers and the board.

In many cases, the administrator has had to be on his toes in advising the school boards. The Minnesota plan does take the heat off the administrator, which is good.

Part II

Question 18: Comments about the questionnaire or the role of superintendents in teacher negotiations:

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Should stay out of negotiations.  
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Too bad the ISEA didn't see fit to grant the IASA associate statutes. I feel we could have accomplished more as a part of ISEA than removed from it.  
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Some good questions.  
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You assume that everyone negotiates - I don't believe this is true. In many cases, boards listen to the teachers' proposals and then make the final decision.  
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Good questionnaire.  
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The supt. will have to take part in negotiations in order to have some control of the faculty.  
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If the teachers want to act like labor union members, let them leave the teaching field and work for some employer that is under union rules. I think teaching is becoming non-professional and a union thinker. The dollar wage is the dominate factor. To h--- with everything else except how much money I can get. More teachers need to pay property tax.  
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The superintendent is definitely the man in the middle and I think he should be.  
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Conditions are changing. I expect negotiations to be limited to salary and fringe benefits for the teachers.  
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I feel the supt. will have to be an advisor to both groups. Both parties must have an understanding of each other needs and limitations.  
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All right.

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 Teachers have to place more faith in their local associations and quit listening to NSEA radicals who promote dis-satisfaction and "sell-out" the locals when their hand is called.  
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He is in a precarious position.

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 If negotiations continue, teacher unions will be felt more strongly than ever before. John Q. Public is beginning to ask why we do not have items such as time clocks, work crews (with foremen) and all other items that are usually identified with skilled or common labor. The teaching profession is losing its professional image by wearing the cloak of "labor" in the negotiating process.  
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Very good.

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 A very comprehensive questionnaire.

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 Laws should be passed by the legislators of the various states explaining or assigning various duties to the administration.  
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I like my role of a resource person, a correspondent, and an advisor to board. It results in a better relationship with teachers.

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 The supt. must represent the board. There can be no other role. Of course, we assume that the board is interested in good education.  
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I believe that in time the board of education will be responsible for negotiations and leave the supt. out of it as much as possible.

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 The supt. must be a part of the negotiations - if he is left out - there is no way he can effectively administer the schools.  
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Well planned - thought provoking.

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Negotiating will eventually be at the regional or state level. States will assume salary payrolls. Job descriptions will be tighter and performance contracting and accountability will be a commonplace.

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The role of the superintendent in negotiations should be that of consultant only.

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As a supt., I do consider myself restricted by rules and regulations in the negotiating process. I feel that a sup't should be a resource person, this is more practical in a small community-, and to see that the truth is told by both sides. In effect, I tell my teachers that I am on the side of the board, but I will work with them to keep the negotiating process open and above board.

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The supt. should be advisory in nature only; both to the board and to the teachers.

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My feeling is that the superintendent should try to work with the teachers and help them with information and advice. For this reason, I have maintained my membership in the Teachers Associations. Basically, the superintendent has to be loyal to the board, but within that framework, I feel he should try to work with the teachers. I do not like this conflict and hope that it will diminish.

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His role will become less and less. I feel negotiation will become a matter for the professional negotiator.

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Negotiation procedures in recent years has placed the superintendent in a difficult position.

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He should not be a part of the actual negotiations.  
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The position of the superintendent is becoming less important; however, because he is best acquainted with both sides, he should remain a participant.

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In this size school, I feel I should be strictly a resource person with freedom to give advice to both sides.

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The role of the supt. is one that hinges upon the expertise and experience of the teachers and the boards. I feel that serving as a resource person will eventually become the only function for the supt. in negotiations.

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